6

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID- FROM DATE OF EXECUTED CONTRACT THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to amend the agreement with The Haskell Company to incorporate the attached scope and fee summary, Exhibit D, for procurement of long lead materials for Phase 1B Western Park Areas and to facilitate early planning and permitting for the Café' Building. Amendment 2 is to increase the GMP by $6,319,508.18, which includes $162,353.18 in contingency, resulting in a new GMP amount of $23,648,301.00.

Funding Source: 32124.153101.565051.009031.00000000.00000.0000000 - To be executed by formal contract through Office of General Counsel and encumbered via PO.

ATTACHMENTS: Recommendation Memo, Exhibit D, Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Nina Sickler, P.E. Director of Public Works**

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY

February 7, 2024

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler, P.E.
Director of Public Works

FROM: Steven D. Long, Jr., P.E.
Director of Operations

SUBJECT: Amendment 2 CDB-0081-23 Contract 70930-24/ PO# 669177-24
The Haskell Company
Construction Manager at Risk Services for River Front Plaza Park

In accordance with Design/Build CDB-0081-23, Contract 70930-24 for Construction Manager at Risk Services for River Front Plaza Park to provide preconstruction services in the amount of $874,979.82. Amendment 1 in the amount of $16,453,813.00 provided 100% construction services for the Riverfront Plaza Marine Work. Amendment 2 is for procurement of long lead materials for Phase 1B Western Park Areas and to facilitate early planning and permitting for the Café' Building. Negotiations have resulted in the attached Scope of Work and Fee summary, Exhibit D, in the amount of $6,319,508.18, which includes $162,353.18 in contingency. The project was bid as encouragement.

Accordingly, this is to recommend that Contract 70930-24, originally executed December 14, 2023, between the City and the Haskell Company for Construction Manager at Risk Services for River Front Plaza Park be amended to incorporate the Attached Free Summary, Exhibit D to increase the GMP by $6,319,508.18 to a new GMP amount of $23,648,301.00.

Funding is as follows:

Accounts	TOTAL
32124.153101.565051.009031.00000000.00000.0000000	
009031	
PWCP Public Works Capt'l Pro-Other Trans Svcs	
565051	
2	
32124-384020	$6,319,508.18

SDL/lw

cc: Jonathan Page, P.E., Engineering and Construction Management

Attachment: Exhibit D -

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HASKELL

Jerry Martin
Project Director

February 6, 2024

Re: Riverfront Plaza Improvements
Jacksonville, Florida
Phase 1B **Early Procurement GMP Proposal**

Mr. Jonathan P. Page, P.E.
City of Jacksonville
Project Manager
City of Jacksonville | Public Works Department
214 North Hogan Street, 10th Floor
Jacksonville, Florida 32202

Dear Mr. Page;

Haskell is pleased to submit to the City of Jacksonville for your review and approval our firms Phase 1B Early Procurement GMP proposal for the Riverfront Plaza Improvements project. Inclusion of this scope of work will allow the release of long lead materials for the Phase 1B Western Park Areas. This amendment will also allow us to procure critical scopes of work to facilitate early planning and permitting for the Café Building, Play Equipment and Splash Pad.

Haskell's pricing proposal includes the following attachments:

1. Exhibit B - COJ Riverfront Plaza Bulkhead Work Clarification
2. Exhibit B.1 – Contract Fee Summary
3. Exhibit C - Vendor/Subcontractor Proposals

Haskell is thankful for this opportunity and is available at City's convenience to answer any questions they may have regarding this pricing proposal.

Sincerely,

Jerry Martin Digitally signed by Jerry Martin
DN: C=US, E=jerry.martin@haskell.com, O=Haskell, OU=Planning and Development, CN=Jerry Martin
Date: 2024.02.07 13:55:21-05'00'

Jerry Martin
Director – Project Development

CC: Ken Boeser, Market Leader, Muni-Ed
John Peters, Director of Preconstruction
Brent McMasters, Senior Preconstruction Manager
Kyle Skaltsas, Project Manger
Aaron Heric, City of Jacksonville Public Works Construction Manager

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Project Description

This package provides a GMP for the City of Jacksonville Riverfront Plaza, early procurement scopes of work for the first phase of the upland park work, located on the western side of the site. This provides Haskell financial authorization to start releasing packages.

The Haskell Company, LLC is pleased to present this Guaranteed Maximum Price (GMP) Proposal for consideration by the City of Jacksonville. This GMP Proposal, upon acceptance by the City of Jacksonville, is intended to serve as the basis for an Amendment to the contract, adding the early procurement scopes of work for the first phase of the upland park work, located on the western side of the site.

The Riverfront Plaza project will include rebuilding of the northbank seawall and construction of new park space, which includes features such as a kids playground, splash pad, Café facility, Beer Garden facility, and lots of open park space, at the previous Landing site, located near 2 Independent Drive, Jacksonville, FL 32202. The work included in this GMP proposal is limited to the early procurement of the playground equipment, water play equipment, shade structures, fire sprinkler, and deep foundation scopes of work.

Document List

This proposal is based on the following documents which are listed in the order of precedence should there be any discrepancies:

1. Jacksonville Riverfront Plaza, 100% Construction Documents and Specifications, prepared by Perkins & Will, dated March 15, 2023.

Project Allowances – Included in Base Price

The following allowances are included in the estimate. Allowances are defined as cost of work only and do not indirect costs such insurance and fees. Insurance and Fees are included in the Engineering Estimate and included in the GMP Amount. Any variance from the allowance amount will be an adjustment to the Contract Sum.

1. **Public Communication Liaison** **$58,105**
   Provide community engagement and outreach, media relations and awareness of project, stakeholder communication, content relation and other public relation support services.

2. **Building Permit** **$30,000**
   Procure the building permit for this phase of work.

3. **Dewatering Consultant** **$29,950**
   Identify potential areas of soil and/or groundwater contamination and review reports, install and sample soil borings and temporary groundwater monitoring wells, generate reports and provide permitting assistance for this phase of work.

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4. **Shade Structures** $214,255
   Furnish and install the shade structures.

5. **Deep Foundations** $2,667,018
   Furnish and install deep foundations.

Project Alternates – Not-Included in Base Price

The following list of alternates are not included in the base estimate:

1. Not applicable

Owner Furnished Scopes of Work

The following items are assumed to be completed by the Owner and not included in our estimate.

1. The proposal includes original budget costs for early procurement scopes of work, including the playground equipment, water play equipment, shade structures, fire sprinkler, and deep foundation on the first phase of the upland park work, located on the western side of the site. Costs for these scopes will be reconciled with the Phase I Western Park Upland GMP pending final buyout of these scopes. General conditions and general requirements associated with these scopes or other scopes, such as layout, material testing, etc. are excluded, unless specifically noted herein, and will be captured in a future contract Amendment.

Division 1 – General Conditions

1.01 **LONG LEAD ITEMS** - The schedule is based off procurement of key materials with the following lead times. Should these materials take longer to acquire, the schedule will not be obtainable without overtime or extra shifts, or it will need to be extended.
- Playground equipment – 22-24 weeks
- Water play equipment – 16-22 weeks
- Shade structures – 16-18 weeks

1.02 **MATERIAL DEPOSITS AND PAYMENTS** – The following payment schedule is required to procure the equipment included in this proposal. Equipment will not be released until these payments are made.
- Playground equipment – 70% of equipment, shipping, and service costs to be paid upon receipt of order confirmation and invoice. An additional 20% of the material, shipping and service cost to be paid immediately upon shipping and receipt of the shipping invoice. The final 10% of material, shipping and service cost to be paid upon receipt and verification of shipment. Installation will be billed as percent completion based on the progress of the install.
- Water play equipment - 70% of equipment, shipping, and service costs to be paid upon receipt of order confirmation and invoice. An additional 20% of the material, shipping and service cost to be paid immediately upon shipping and receipt of the shipping invoice. The final 10% of material, shipping and service cost to be paid upon receipt and verification of shipment. Installation will be billed as percent completion based on the progress of the install.

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1.03 **CONTINGENCY** - This proposal includes a **2.94%** construction contingency, which is for Haskell's use. It is intended to cover any additional costs as outlined in the prime contract. Any unused value shall be returned as project savings per the terms of the Prime Contract. The Owner's contingency is not included.
1.04 **OWNER/DESIGN CONTINGENCY** - This estimate does not include any Owner contingency for scopes of work the Owner is responsible for including incomplete design elements.
1.05 This proposal pricing is valid for **ninety (90)** days.
1.06 An allowance for Builder's Risk insurance is included in this estimate.
1.07 The cost of a Performance and Payment Bond is included. The cost of this coverage is **.75%** of the cost of work and shall be billed as a lump sum after receipt of the Notice to Proceed.
1.08 This proposal includes a Subcontractor Default Insurance (SDI) program for subcontractors as an alternative to subcontractor bonds. The cost of this program will be billed at a cost of **1.20%** of Subcontractor costs.
1.09 This proposal excludes the cost for protected species relocation.
1.10 The proposal excludes special wage rates for prevailing wage or Davis Bacon wages.
1.11 Temporary utility services (water, sewer, electric) are excluded from this proposal and will be captured will be captured in a future contract Amendment.
1.12 Construction Material Testing are excluded from this proposal and will be captured will be captured in a future contract Amendment.
1.13 This proposal excludes costs for off-site material storage. Any cost associated with off-site material storage will be offset from contingency funds.
1.14 This estimate includes a standard 12-month contractor warranty term from substantial completion date of this scope of work.
1.15 The proposal includes sales and use tax.
1.16 As-built drawings will be provided at completion of the entire project, including the upland park work.

Division 11 – Equipment

Playground Equipment

11.01 Furnish and install playground equipment, including PE-1 Platform House, PE-2 Whirligig with collar, PE-3 Medium High Pyramid (PE-3C), PE-4 Pyramid Tower Combination (PE-3A, PE-3B), PE-5 Tunnel Slide, and Two (2) PE-6 Embank Slides.
11.02 Playground equipment to be manufactured by Richter Spielgerate GmbH.
11.03 Includes shallow foundations for Pyramid Towers PE-3A and PE-3B. Foundations for other playground equipment are excluded from this proposal and will be include in a future GMP package.
11.04 This proposal excludes PE-7 Sound Arc and PE-8 Conference Phone that were added to the January 31, 2024 Updated Phasing Package. This will be priced and added by a future amendment.

Division 13 – Special Construction

Water Play Equipment

13.01 Furnish and install water play equipment, including WE-1 Forest Fountain, WE-2 Archimedes Screw, WE-3 Pump and Trough, and WE-4 See Saw and Jet.
13.02 Water play equipment to be manufactured by Richter Spielgerate GmbH.

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13.03 Furnish and install feature and filtration equipment to construct a fully functional water feature.
13.04 Furnish and install plumbing work required of the water feature to the equipment room, rain diverter valve boxes, and collector tanks.
13.05 Furnish and install electrical work between the control panel and the water feature. Excludes main power to the control panel.
13.06 Furnish and install fountain concrete pad within the limits of the water feature wet area.
13.07 Furnish and install precast collection tank including waterproofing, ladder, ladder-up, hatch, and associated items.
13.08 Furnish and install Life Floor rubber surfacing at the water feature area.
13.09 Furnish and install stainless steel deck shower. Excludes water supply and drain which will be include in a future GMP package.
13.10 Proposal includes owner training and providing the city with a water feature maintenance plan.
13.11 Proposal includes a standard 1-year warranty on labor, parts and equipment which is contingent on the following the maintenance plan for the water park. An extended warranty and/or extended maintenance for this work is excluded.

Shade Structures

13.12 Furnish and install S-1, S-2, S-3, S-4, and S-5 fabric structures.
13.13 Excludes all foundation work associated with the shade structures proposal. Foundation work for the shade structures will be included in a future amendment.

Division 21 – Fire Sprinkler

21.01 This proposal assumes the fire water service has enough pressure and flow for the new fire protection system without a fire pump and/or tank.
21.02 Furnish and install a new wet pipe sprinkler system for the new Café building.
21.03 Point of connection shall begin at 1'-0" above finished floor.
21.04 Sprinkler heads will be quick response, standard coverage, brass with chrome finish and turned upright in all unfinished areas.
21.05 Provide shop drawings, hydraulic calculations, and material submittals for approval by the Engineer of Record.
21.06 Provide as-builts and final test reports.
21.07 Includes all labor, material, tools, fabrication, supervision, and testing associated with this scope of work.
21.08 Permits, taxes, and assistance with inspections by the AHJ are included.
21.09 Proposal includes a Flow Test
21.10 Seismic Bracing and Wet Sprinkler Service to the bathrooms on the south side of the building are exclude per RFI 001 Café Fire Protection answered January 31, 2024.

Exhibit B.1
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Riverfront Plaza Improvements - Park and Bulkhead Upland/Park Phase I - Early Procurement GMP	**2. Proposal No. / Contract No.** CBD-0081-23 / TBD
3. Name of Consultant orSubconsultant: The Haskell Company	**4. Date of Proposal** February 6, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Director of Construction	$ 83.08	0	$ 0.00	
Director of Project Development	$ 85.22	0	$ 0.00	
Business Diversity Coordinator	$ 38.50	0	$ 0.00	
Project Manager	$ 61.60	0	$ 0.00	
Project Controller	$ 50.00	0	$ 0.00	
Quality Control Coordinator	$ 51.00	0	$ 0.00	
Quality Control Manager	$ 65.00	0	$ 0.00	
Quality Control Director	$ 83.08	0	$ 0.00	
Scheduling Director	$ 83.08	0	$ 0.00	
Scheduler	$ 50.00	0	$ 0.00	
Superintendent	$ 75.00	0	$ 0.00	
Regional Safety Supervisor	$ 66.70	0	$ 0.00	
Director of Safety	$ 83.08	0	$ 0.00	
Permanent Craft Employee (PCE)	$ 30.60	0	$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		$ -
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**166.53** % x Total Direct Labor			$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ -
8. PROFIT: Labor Related Costs (Item 7)			x **7.5%**	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)			
General Liability Insurance		$ 75,834.00	
Payment & Performance Bond		$ 47,396.00	
Technology Fee		$ 18,959.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ 142,189.00
PROFIT ON MISCELLANEOUS DIRECT COSTS	x	7.5%	$ 10,664.00
10. SUBCONSULTANTS (Lump Sum)			
		$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)			$ -
PROFIT ON SUB-CONTRACT	x	7.5%	$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)			
Playground Equipment - APE Studio / Titus Gunter		$ 1,325,629.00	
Water Play Equipment - Southern Aquatics		$ 1,165,323.00	
Fire Sprinkler - Sciens Building Solutions		$ 39,553.00	
SUB-TOTAL REIMBURSABLES			$ 2,530,505.00
PROFIT ON REIMBURSABLES	x	7.5%	$ 189,788.00
12. ALLOWANCES (Reimbursable)			
Public Communication Liaison		$ 58,105.00	
Building Permit		$ 30,000.00	
Dewatering Consultant		$ 29,950.00	
Shade Structures		$ 214,255.00	
Deep Foundations		$ 2,667,018.00	
Builder's Risk Insurance		$ 44,237.00	
Contingency		$ 162,353.18	

SUB-TOTAL REIMBURSABLES			$ 3,205,918.18
PROFIT ON REIMBURSABLES	x	7.5%	$ 240,444.00
PART IV - SUMMARY			
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) DEDUCT XX/100 (FOR NEAREST DOLLAR)			**$ 6,319,508.18**
12. TOTAL PRIOR CONTRACT AMOUNT			$ 17,328,792.82
TOTAL AMENDED CONTRACT AMOUNT			$ 23,648,301.00

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HASKELL

TOTAL BASE BID	$ 6,319,508	SF	
		#DIV/0!	/SF

Project #: 4400661
Job Name: COJ Riverfront Plaza Upland Phase I - Early Procurement
Date: 2/6/2024

Scope	Description	Bid Day Estimate	Carry	Subcontractor	%	$/UM
		$ -	$ -		0.0%	#DIV/0!
00 01	PUBLIC COMMUNICATION LIAISON	$ 69,625	$ 58,105	ALLOWANCE (ACLITY DESIGN GROUP)	0.9%	#DIV/0!
00 02	BUILDING PERMIT	$ 30,000	$ 30,000	ALLOWANCE	0.5%	#DIV/0!
00 03	DEWATERING CONSULTANT	$ 48,950	$ 29,950	ALLOWANCE (MECHLING ENGINEERING)	0.5%	#DIV/0!
		$ -	$ -		0.0%	#DIV/0!
11 68	PLAYGROUND EQUIPMENT	$ 1,346,492	$ 1,325,629	APE STUDIO / TITUS GUNTER	21.0%	#DIV/0!
		$ -	$ -		0.0%	#DIV/0!
13 12	WATER PLAY EQUIPMENT	$ 1,165,323	$ 1,165,323	SOUTHERN AQUATICS	18.4%	#DIV/0!
13 31	SHADE STRUCTURES	$ 212,185	$ 214,255	ALLOWANCE (USA SHADE & FABRIC STRUCTURES)	3.4%	#DIV/0!
		$ -	$ -		0.0%	#DIV/0!
21 00	FIRE SPRINKLER	$ 88,881	$ 39,553	SCIENS BUILDING SOLUTIONS	0.6%	#DIV/0!
		$ -	$ -		0.0%	#DIV/0!
31 60	DEEP FOUNDATIONS	$ 2,667,018	$ 2,667,018	ALLOWANCE	42.2%	#DIV/0!
		$ -	$ -		0.0%	#DIV/0!
	Sub Total	$ 5,628,475	$ 5,529,833			
	Contingency (Scope)	2.94%	$ 162,353		2.57%	#DIV/0!
	Builder's Risk Insurance	0.70%	$ 44,237		0.70%	#DIV/0!
	General Liability Insurance	1.20%	$ 75,834		1.20%	#DIV/0!
	P & P Bond	0.75%	$ 47,396		0.75%	#DIV/0!
	Tech Fee	0.30%	$ 18,959		0.30%	#DIV/0!
					0.00%	#DIV/0!
	Sub Total		$ 5,878,612			
	OH & P	7.50%	$ 440,896		6.98%	#DIV/0!
			$ -		0.00%	#DIV/0!
		TOTAL BASE BID	$ 6,319,508		100.00%	#DIV/0!

Scope:	11 68 PLAYGROUND EQUIPMENT				Company:	APE Studio, Inc. (US Partner, Richter Spielgeräte GmbH)			Titus Gunter Co. Inc.					
Job No:	4400661				Contact:	Max D'Auriso			Titus Gunter					
Project:	COJ Riverfront Plaza Upland Work Phase I - Early Procurement				Phone:	(585) 857-4940			(904) 449-1150					
Estimator:	BMM				Email:	mdaurizio@apeoriginal.com			titusgunter@gmail.com					
Bid Date:	1/16/24 2:00 PM				Lead Times:	22-24 WEEKS								
					Quote Good for #days?:				90					
Scope Notes:					Notes:	SUPPLY ONLY			INSTALL ONLY					
					Bid Total :				$1,325,629			$1,325,629		
					$1,346,492									
Spec	Description	Haskell Quantity	UM	Haskell Estimate		A			C			CARRY		
				U.P.	Total Price		U.P.	Total Price		U.P.	Total Price		U.P.	Total Price
	BASE BID				-									-
	MATERIAL				-			996,492	A		996,492	A		996,492
116813.01	PE-1 PLATFORM HOUSE (RICHTER)	1	EA	25,432.00	$25,432.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	PE-2 WHIRLIGIG WITH COLLAR	1	EA	12,243.00	$12,243.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	PE-3 MEDIUM HIGH PYRAMID (PE-3C)	1	EA	134,893.00	$134,893.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	PE-4 PYRAMID TOWER COMBINATION (PE-3A, 3B)	1	EA	461,890.00	$461,890.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	PE-5 TUNNEL SLIDE	1	EA	116,677.00	$116,677.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	PE-6 EMBANKMENT SLIDE	2	EA	37,906.00	$75,812.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	LOADING MATERIALS, ATTIC STOCK, SAMPLES CONTINGENCY	1	EA	14,520.00	$14,520.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	FREIGHT	1	EA	80,200.00	$80,200.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	SALES TAX	1	EA	69,125.00	$69,125.00	Y		Incl.	A		Incl.	A		Incl.
116813.01	SAFETY AUDIT	1	EA	5,700.00	$5,700.00	Y		Incl.	A		Incl.	A		Incl.
	STORAGE TIME OF TRAILERS/CONNEXS ON SITE	1	LS		-	N		Not Incl.	A		Not Incl.	A		Not Incl.
								-			-			-
116813.01	INSTALLATION	1	EA	350,000.00	$350,000.00	N		Not Incl.	Y		313,418	C		313,418
	Project Services-Installation Supervision	1	EA		Incl.	N		Not Incl.	Y		Incl.	C		Incl.
	Project Services-Expenses	1	EA		Incl.	N		Not Incl.	Y		Incl.	C		Incl.
	Concrete Foundation (PE-3A & PE-3B)	1	LS		Incl.	N		Not Incl.	Y		Incl.	C		Incl.
					-			-			-			-
	Wage Type													
	Small/Minority Business Type													
	Addenda ___ Through ___													
	SUBTOTAL				1,346,492			Select Y or N	Y		1,309,910	Y		1,309,910
	Sales Tax	7.50%				N		Included Above	N		Included Above	N		Included Above
	Sub/Vendor Bond	1.20%				N		Not Included	Y		15,719	Y		15,719
	TOTAL				$ 1,346,492						$ 1,325,629			$ 1,325,629
	Alternate "1"													
	Alternate "2"													
	Alternate "3"													
	Alternate "4"													

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ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No:	1324-01-Q05
Project:	1324-01
Date:	31-Oct-23
Validity:	30 Days

For:	Jacksonville Riverfront Plaza, Duval County
Contact:	Micah Lipscomb - Micah.Lipscomb@perkinswill.com
Reference:	100% CD Set Dated 03/15/2023

COST SUMMARY

Playground Equipment					
Slide Hill (5-12 Years)		€	716,630.00		
Tot Lot Equipment		€	31,360.00		
Attic Stock, Samples, Loading Materials		€	22,080.00		
	Subtotal Category A1 Costs (EUR)	**€**	**770,070.00**		
Playground Shipping & Services					
Shipping Estimate				$	98,700.00
Services Estimate				$	34,900.00
	Subtotal Category B1 Costs (USD)			**$**	**133,600.00**
Water Play Equipment					
Water Play Equipment		€	191,310.00		
Attic Stock, Samples, Loading Materials		€	8,550.00		
	Subtotal Category A2 Costs (EUR)	**€**	**199,860.00**		
Water Play Shipping & Services					
Services Estimate				$	17,900.00
Services Estimate				$	8,600.00
	Subtotal Category B2 Costs (USD)			**$**	**26,500.00**
	Total Category A2 Costs (EUR)	**€**	**969,930.00**		
	Total Category B2 Costs (USD)			**$**	**160,100.00**

COST DETAIL

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
		Slide Hill (Equipment for 5-12 Years)		
		Pyramid Tower Combination		
10.550000	1	Conference, incl. coupling Note: Connecting pipes not included	€ 4,700.00	€ 4,700.00
S 10.55000	1	Conference, incl. coupling extended version for 2.0m floor of Pyramid Tower Note: Connecting pipes not included	€ 5,450.00	€ 5,450.00
S AL3.26500	1	Platform, height 2.00m, made of larch with steel feet -special version, shortened to 1.50m, flush with floor height of 2.00m of Pyramid Tower -with connection to Pyramid Tower -with barriers on two sides -connection to landscape TBD	€ 9,780.00	€ 9,780.00
9.080000	1	Kling Klang Disc for wall attachment	€ 9,770.00	€ 9,770.00
SAL 3.42500	1	Midsize Pyramid Tower, ASTM, h=11m, larch with steel feet, special version: without 1.00m floor, flush transition (2m floor height) from Platform to 2m floor of Pyramid Tower, with transfer platform (h= 0.40m) to slide on 2.0m floor and with 3 transfer steps (h-0.20m) from transfer Platform to 3.00m floor, with additional 6 holding bars for transfer and transition from Rope Ladder, with barrier on 3.00m floor on the side of the floor adjacent to the transfers below and to the side of the ladder adjacent to the transfers below, with access opening for the Rope Ladder in 2m floor and barrier on 3 sides of the opening	€ 125,640.00	€ 125,640.00
S 10.25000	1	Telescope, for mounting on cladding in Pyramid Tower Note: This equipment is vulnerable in non-supervised areas	€ 14,340.00	€ 14,340.00

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No: 1324-01-Q05
Project: 1324-01
Date: 31-Oct-23
Validity: 30 Days

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
10.24100	1	Octoscope, for mounting on cladding in Pyramid Tower Note: This equipment is vulnerable in non-supervised areas	€ 14,720.00	A
S 10.80728	1	Rope Ladder, red special version with top of last loop below 2.00m floor, with connection to additional floor beam for 3.00m floor of Pyramid Tower	€ 940.00	€ 940.00
10.22750	1	Rotating Disc: Pulsation 3 for wall attachment	€ 5,360.00	€ 5,360.00
S 3.66544	1	Net Tunnel length 5.00m, red, between Pyramid Tower and Middle Frame, fine meshed Net Tunnel, mesh size approx. 10x10cm *includes:* S3.66708 - Support Frame for Net Tunnel, h=1.50m, for Pyramid Towers	€ 28,170.00	€ 28,170.00
1.10100	1	Middle Frame for Net Tunnel Bridge, h=4.00m, incl 2 support posts made of larch or oak with special steel feet to avoid suspension ropes, for fine mesh Net Tunnel	€ 16,080.00	€ 16,080.00
S 3.66544	1	Net Tunnel length 4.00m, red, between Pyramid Tower and Middle Frame, fine meshed Net Tunnel, mesh size approx. 10x10cm *includes:* S3.66708 - Support Frame for Net Tunnel, h=1.50m, for Pyramid Towers	€ 24,170.00	€ 24,170.00
S AL 3.42000	1	Middle Pyramid Tower, ASTM, h=9m, larch with steel feet special version with additional bump out at 4.00m floor, sideways to floor for Slide attachment and access to Slide	€ 69,380.00	€ 69,380.00
3.68000	1	Tunnel Slide attachment height 396cm, inclination 35°, sliding length 1120cm, weight 525kg -3 part construction -253.6° left helix -snail run-out, left -1 support post -stainless steel 316 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 87,200.00	€ 87,200.00
3.68000	1	Tunnel Slide attachment height 396cm, inclination 35°, sliding length 1120cm, weight 525kg -3 part construction -253.6° left helix -snail run-out, left -1 support post -stainless steel 304 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 62,280.00	A
3.42030	1	Connection for Tunnel Slide to Pyramid Towers	€ 430.00	€ 430.00
3.68000	1	Tunnel Slide attachment height 2.35m, inclination 35°, sliding length 666cm, weight 260kg -special version for ADA -1 part construction -36.4° right curve -extended run-out, 35° -1x metal support -stainless steel 316 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 32,220.00	€ 32,220.00
3.68000	1	Tunnel Slide attachment height 2.35m, inclination 35°, sliding length 666cm, weight 260kg -special version for ADA -1 part construction -36.4° right curve -extended run-out, 35° -1x metal support -stainless steel 304 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 23,050.00	A
3.42030	1	Connection for Tunnel Slide to Pyramid Towers	€ 440.00	€ 440.00

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
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Quote No: 1324-01-Q05
Project: 1324-01
Date: 31-Oct-23
Validity: 30 Days

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
		Midsize Pyramid Tower		
S AL 3.42500	1	Midsize Pyramid Tower, ASTM, h=11m, larch with steel feet *-special version, with full barrier on first floor, with special steel feet with steel sleeve to be welded on site for mounting on roof*	€ 121,110.00	€ 121,110.00
S3.68000	1	Tunnel Slide attachment height: 731cm, length: 1704cm, inclination: 35-30°, weight: 785kg, 2 part construction, 138.6° right curve, 40.4° left curve, extended run-out 30°, 2x metal support, with Slide Guard, stainless steel 316. Note: *Unloading with substantial crane or wheel loader required. Cost not included.*	€ 92,950.00	€ 92,950.00
S3.68000	1	Tunnel Slide attachment height: 731cm, length: 1704cm, inclination: 35-30°, weight: 785kg, 2 part construction, 138.6° right curve, 40.4° left curve, extended run-out 30°, 2x metal support, with Slide Guard, stainless steel 304. Note: *Unloading with substantial crane or wheel loader required. Cost not included*	€ 66,400.00	A
3.42030	1	Connection for Tunnel Slide to Pyramid Towers	€ 440.00	€ 440.00
		Embankment Slides		
3.67000	2	1 Open Slide attachment height: 363cm, length: 860cm, inclination: 36° weight: 224kg - 1 part construction - with ADA entrance element - 36.0° right curve - extended run-out, 36° - 1x metal support - stainless steel 316 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 34,030.00	€ 68,060.00
3.67000	2	1 Open Slide attachment height: 363cm, length: 860cm, inclination: 36° weight: 224kg - 1 part construction - with ADA entrance element - 36.0° right curve - extended run-out, 36° - 1x metal support - stainless steel 304 *Note: Unloading with substantial crane or wheel loader required. Cost not included.*	€ 24,310.00	A
		Slide Hill Playground Equipment Subtotal		**€ 716,630.00**
		Tot Lot (Equipment for 2-5 Years)		
6.28000	1	Whirligig with Collar, with pre-cast foundation, light blue/blue	€ 3,320.00	€ 3,320.00
6.28004	1	Whirligig with Collar, with pre-cast foundation, red/orange	€ 3,320.00	€ 3,320.00
6.28006	1	Whirligig with Collar, with pre-cast foundation, purple/pink	€ 3,320.00	€ 3,320.00
S A4.14906	1	Platform House 4906 with railing, larch square timber with steel feet, ASTM version, special version without ladder incl. Inclined Climbing Net, red A3.69140 incl. Stainless Steel Slide, w=1.00m, h=1.00m, A3.63300 (stainless steel 316)	€ 19,700.00	€ 19,700.00
S A4.14906	1	Platform House 4906 with railing, larch square timber with steel feet, ASTM version, special version without ladder incl. Inclined Climbing Net, red A3.69140 incl. Stainless Steel Slide, w=1.00m, h=1.00m, A3.63300 (stainless steel 304)	€ 17,490.00	A
SA4.10581	1	Stairs, width 0.90m, attachment height 1.00m, with double-sided stainless steel handrails, ASTM	€ 1,700.00	€ 1,700.00
		Tot Lot Playground Equipment Subtotal		**€ 31,360.00**
1.10000	1	Attic Stock Contingency	€ 6,000.00	€ 6,000.00
1.10000	1	Samples Contingency	€ 2,000.00	€ 2,000.00
F1.10000	4	Loading Materials for 40' OT shipping container	€ 3,520.00	€ 14,080.00
		Playground Area Subtotal (EUROS)		**€ 770,070.00**

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QUOTATION

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Quote No: 1324-01-Q05
Project : 1324-01
Date: 31-Oct-23
Validity: 30 Days

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
		Water Play all equipment adapted for chlorinated water		
5.20800	1	Archimedes Screw, open, stainless steel 316, length approx 2.50m, rim 7cm thick acle, inclination 45 degrees flange for attachment to concrete, foundation onsite, with countersink for highload anchor, protection disc, support frame with flange, length 0.86m, pipe d=60.3mm, with runout plate and turning ring d=60cm with two rings	€ 19,880.00	€ 19,880.00
S 5.20010	1	Intake Container with float valve for Archimedes Screw, stainless steel 316, for chlorinated water	€ 8,930.00	€ 8,930.00
S 5.17639	2	Playground Pump, direct connection to pressure line, drinking water to underside of piston, installation material not included, column with maintenace access (for chlorinated water), ASTM version Note: depending on the concentration of chlorine a faster wear of the valves is to be expected	€ 11,720.00	€ 23,440.00
S 5.17634	2	Winter Lid for Playground Pump, stainless steel 316	€ 180.00	€ 360.00
S 5.17633	2	Foundation Anchor for Playground Pump	€ 520.00	€ 1,040.00
S 5.18000	1	Mushroom Spring, stainless steel 316 for site concrete foundation stainless steel 316, for chlorinated water	€ 13,990.00	€ 13,990.00
S 0.97840	1	Winter Lid for Mushroom Spring, stainless steel 316	€ 170.00	€ 170.00
5.18006	1	Foundation Anchor for Mushroom Spring	€ 520.00	€ 520.00
S 5.13000	2	Water Flooder, l=1.50m, stainless steel 316	€ 3,630.00	€ 7,260.00
S 5.13050	4	Water Flooder l=2.00m, stainless steel 316	€ 3,950.00	€ 15,800.00
S 5.13052	1	Water Flooder l=3.00m, with 3 feet, stainless steel 316	€ 5,330.00	€ 5,330.00
S 5.13052	1	Water Flooder with 1 seal, l=2.00m, stainless steel 316	€ 5,430.00	€ 5,430.00
S 5.14450	1	Water Tray with seal, l=2.00m, stainless steel 316	€ 6,330.00	€ 6,330.00
S 5.14403	1	Water Tray with 2 seals, l=1.50m, stainless steel 316	€ 7,520.00	€ 7,520.00
5.15915	2	Small Bucket Wheel for foundation on site, diameter 40 cm, stainless steel 316	€ 3,800.00	€ 7,600.00
S 5.18600	1	See-saw Pump, stainless steel 316 for connection to pressure line, installation materials are not included, for operation with chlorinated water	€ 19,060.00	€ 19,060.00
S 5.18873	5	Simple Spraying Head with strong water jet, stainless steel 316 Note: Needs frequent cleaning.	€ 1,140.00	€ 5,700.00
S 5.18838	2	Spraying Head with soft water jet and small flange, low water jet, stainless steel 316	€ 1,780.00	€ 3,560.00
S 5.27033	1	Spiral Rotor with mast of larch and steel foot, adapted for chlorinated water	€ 6,160.00	€ 6,160.00
S 5.27036	1	Umbrella Jet with mast of larch and steel foot, adapted for chlorinated water	€ 6,230.00	€ 6,230.00
S 5.27015	1	Long Handle Pump with concrete casing and one way distribution, adapted for chlorinated water	€ 24,320.00	€ 24,320.00
5.24200	1	Round Water Basin with 1 opening and pump connection for Spray Head	€ 1,720.00	€ 1,720.00
5.24540	1	Pedestal Pip, height 0.4m	€ 960.00	€ 960.00
		Water Play Equipment Subtotal		**€ 191,310.00**
1.10000	1	Attic Stock Contingency	€ 6,000.00	€ 6,000.00
1.10000	1	Samples Contingency	€ 2,000.00	€ 2,000.00
F1.10000	1	Loading Materials for 20' OT shipping container	€ 550.00	€ 550.00
		Water Play Area Subtotal (EUROS)		**€ 199,860.00**
		SUBTOTAL CATEGORY A (EUROS)		**€ 969,930.00**

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QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No:	1324-01-Q05
Project :	1324-01
Date:	31-Oct-23
Validity	30 Days

Shipping & Services Costs

Product No.	Qty.	Description	Unit Price	Total Price
F1.10000	1	Shipping and handling for Playground Equipment **(estimated)**, assumes 4x40'-OT container, FOB Germany with delivery to installation site, includes customs clearance and door-to-door transport insurance, delivery logistics, receipt and check-in.	$ 98,700.00	$ 98,700.00
M1.10000	1	Project Services Playground Equipment **(estimated)** Assumes time on site, including installation supervision, final walkthrough and verification of equipment installation according to manufacturer instructions for Richter equipment only. Costs subject to change based on site readiness at time of scheduled visits and number and duration of site visits. ***This estimate is not a ceiling.***	$ 21,200.00	$ 21,200.00
M1.10000	1	Project Services Expenses Water Play Equipment **(estimated)** This is not an estimated ceiling. Expenses to be billed, as incurred, at actual cost. Two trips are estimated for (a) installation supervision and (b) final walkthrough. Expenses may include but are not limited to transportation, lodging, per diem, and travel days ***NOTE: Cost will be reduced if site visits are consolidated or if Richter-authorized, third-party installer is engaged to perform the installation.***	$ 8,000.00	$ 8,000.00
AS1.20000	1	Safety Audit performed by third party	$ 5,700.00	$ 5,700.00
		Playground Equipment Services Subtotal		**€ 133,600.00**
F1.10000	1	Shipping and handling for Water Play Equipment **(estimated)**, assumes 1x20'-OT container, FOB Germany with delivery to installation site, includes customs clearance and door-to-door transport insurance, delivery logistics, receipt and check-in.	$ 17,900.00	$ 17,900.00
M1.10000	1	Project Services Water Play Equipment **(estimated)** Assumes time on site, including installation supervision, final walkthrough and verification of equipment installation according to manufacturer instructions for Richter equipment only. Costs subject to change based on site readiness at time of scheduled visits and number and duration of site visits. This estimate is not a ceiling.	$ 4,900.00	$ 4,900.00
M1.10000	1	Project Services Expenses Water Play Equipment **(estimated)** This is not an estimated ceiling. Expenses to be billed, as incurred, at actual cost. Two trips are estimated for (a) installation supervision and (b) final walkthrough. Expenses may include but are not limited to transportation, lodging, per diem, and travel days ***NOTE: Cost will be reduced if site visits are consolidated or if Richter-authorized, third-party installer is engaged to perform the installation.***	$ 3,700.00	$ 3,700.00
		Water Play Services Subtotal		**€ 26,500.00**
		SUBTOTAL CATEGORY B (USD)		**$ 160,100.00**

(See Notes, page 6)

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QUOTATION

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Quote No:	1324-01-Q05
Project :	1324-01
Date:	31-Oct-23
Validity:	30 Days

NOTES:

Please check that the equipment listed above is the equipment specified for your project.
APE is not responsible for confirming equipment orders against project specifications.

VALIDITY

- All equipment prices are given in EUROS.
- Unless otherwise noted, all equipment **prices quoted are valid until January 1, 2023**. After that date, equipment prices are subject to increase.
- Due to pandemic-related effects on supply chains, prices are experiencing fluctuations outside of APE Studio's control. Prices, therefore, are subject to change and will be confirmed at the time of order.
- Equipment prices in this quotation are subject to change should design changes be required or requested.
- Terms and Conditions apply.

LEAD TIME AND DELIVERY

This is a long lead time item. Lead time for this order is approximately 16-22 weeks from order finalization--including approval of submittals--to delivery. However due to the global pandemic, Richter asks for understanding that they cannot guarantee fixed delivery dates during this exceptional period and that delays may occur. They also ask that when choose to move forward with your order, you take the necessary steps to ensure that it can be accepted upon delivery.

EXCLUSIONS

- Escalation
- Foundations, footing materials, or safety surfacing (unless otherwise noted)
- Installation (See "Additions", below)
- APE Studio does not perform installation or safety reviews of landscape plans.
- Water play equipment

INCLUSIONS

- Unless otherwise noted, prices are based upon standard-grade stainless steel.

SHIPPING AND HANDLING

- Shipping costs are estimated and subject to change based upon final order, final shipping terms and conditions at delivery / unloading. Additional charges may apply.
- Shipping costs are based on ocean freight to nearest port with overland delivery by truck to the installation site. Due to truck-driver shortages, shipping estimates are currently higher than normal.
- Shipping costs include duties and customs clearance at US port.
- Special equipment may be required for unloading. These costs are on others.
- Richter Spielgeräte has taken steps to address the global pandemic and continue to operate as reliably as possible. As conditions are changing rapidly, however, Richter asks for your understanding that adjustments and delays to delivery dates may occur during this exceptional period. We will update you immediately if we are alerted to any changes in your order's production schedule. Once your order is ready, Richter also asks that you please take steps to ensure that your order can be accepted upon delivery.

PROJECT SERVICES

- When offered, Project Services may include, but are not limited to, technical consultation, onsite installation supervision of Richter equipment, and final walkthrough and verification of equipment installation according to manufacturer instructions. Included services are detailed in the quotation above. Expenses are not included.
- Project Services do not include installation labor or equipment. (For installation services, see "Additions," below.)

ADDITIONS

- APE Studio Inc. does not provide installation services or safety audits of plans or completed installations. As a service to our clients, APE can provide referrals to third-party providers for complete installation services and safety audits These are recommended, optional services, which must be contracted and invoiced directly with providers, independently of APE. Please let us know if you are interested in these optional services.

- Richter Spielgeräte has taken steps to address the global pandemic and continue to operate as reliably as possible. As conditions are changing rapidly, however, Richter asks for your understanding that adjustments and delays to delivery dates may occur during this exceptional period. We will update you immediately if we are alerted to any changes in your order's production schedule. Once your order is ready, Richter also asks that you please take steps to ensure that your order can be accepted upon delivery.

If you have any questions about the information in this quotation, please call us at (212) 213-6694.

APE STUDIO INC.

PROJECT	BUYER
Jacksonville Riverfront Plaza	Haskell
Duval County	111 Riverside Avenue, Jacksonville, FL 32202
City of Jacksonville	Martin, Jerry W., Jerry.Martin@haskell.com

Terms & Conditions

APE Studio Inc. is the U.S. Representative of Richter Spielgeräte GmbH. We are the exclusive distributors of Richter equipment in the United States and select sites in Canada.

The following Terms and Conditions together with the express terms set forth in the Order Confirmation represent the entire agreement between APE Studio and the Buyer to the exclusion of any other terms and conditions that the Buyer may seek to impose upon APE Studio.

A binding contract is conditioned upon execution of these Terms and Conditions.

1. Payment Terms

1.1 Anticipated Costs

Category A - Equipment: Euro ("EUR") costs, which include equipment and any special planning or technical oversight by Richter.

Category B - Shipping & Services: U.S. Dollar ("USD") costs, which include shipping/handling and delivery, customs clearance, marine insurance, applicable duties and fees, delivery logistics and verification of receipt.

Category B costs may also include the following project services: receipt on site, supervision of unloading (labor and equipment mobilization by others), supervision of installation of equipment manufactured by Richter Spielgeräte GmbH (where required or elected), final walkthrough and verification of installation per manufacturer's instructions.

Shipping costs are estimated until invoiced and may change without prior notice; Buyer agrees to pay costs as invoiced by APE Studio.

Extraordinary or unanticipated costs for shipping, delivery, installation supervision and/or project services may be invoiced separately. These costs may include but are not limited to the following: chassis fee, container rental and storage fees, harbor fees, tolls, and daily rates for APE Studio *personnel and expenses related to services.*

1.2 Payment Schedule

Payment 1: 70% of Category A and Category B to be paid upon receipt of APE's Order Confirmation and Invoice 1. *Receipt of Payment 1 is required to initiate the order process.*

Payment 2: 20% of Category A and Category B to be paid immediately upon shipping and receipt of Invoice 2. Upon request, a copy of the Bill of Lading can be provided as proof of shipment. *Receipt of Payment 2 is required to clear the order for delivery.*

Payment 3: 10% of Category A and Category B (or remaining balance) to be paid upon written verification that the shipment is complete.

Payments for extraordinary or unanticipated costs associated with shipping, delivery, installation supervision, and/or project services may be invoiced separately and are due and payable as noted on the separate invoice.

APE STUDIO INC.

Other Term

2. Financial

2.1 A Purchase Order is required, detailing all equipment in the order, special finishes, spare parts, delivery instructions, required certifications and document submission requirements. After review with Richter Spielgeräte, APE Studio will issue an Order Confirmation and Invoice. The order process is initiated only upon APE Studio's receipt of bank notification of Payment 1. *It is the Buyer's responsibility to check the equipment listed in the Order Confirmation against the project specifications.*

2.2 Upon receipt of final payment, APE Studio will deliver to the Buyer all applicable safety documentation, spare parts, if any, and maintenance manuals.

2.3 Unless otherwise stated, prices shown are for supply of equipment and related services. Where prices are stated in EUR, payment is required in EUR. Where prices are stated in USD, payment is required in USD.

2.4 APE Studio accepts payment by wire transfer only. Banking information is provided on APE Studio's Invoice. Checks may be accepted for USD payments upon the consent of APE Studio Inc..

2.5 APE Studio shall not be liable for direct, indirect, special or consequential damages of any kind unless agreed to in writing and signed by an APE Studio officer and then, in that event, damages are limited to the amount of the cost of the equipment as set forth in the Order Confirmation.

2.6 In the event that the Buyer fails to pay any amount when due, APE Studio reserves the right to refuse to supply goods that have not been paid for in full. In addition, APE Studio reserves the right to impose a 1.5% per month finance charge for payments received more than thirty (30) days beyond the date of any invoice. Additionally, should APE incur any costs in the collection of any unpaid amounts, Buyer shall be responsible for any and all costs, expenses and fees incurred in such collection.

2.7 Once confirmed by APE Studio's Order Confirmation, Purchase Orders may be cancelled only with APE Studio's express written consent, and the Buyer's indemnification of APE Studio against any loss. In addition, cancelled orders are subject to an administrative fee of 15% of the confirmed Purchase Order amount. Items designated in the Order Confirmation as "custom equipment" and "site-specific equipment" may not be cancelled.

3. Order Timeline/Notification

3.1 APE Studio will do its best to see that the agreed estimated timeline is met and to inform the Buyer of appropriate benchmarks in the shipping and delivery process, specifically: shipment loading at Richter Spielgeräte workshop, Frasdorf; shipment departure from Germany (ETD); anticipated arrival at New York-area port (ETA); notice 48 hours prior to delivery to installation site.

3.2 APE Studio is not responsible for delays in the order process and/or delivery due to Buyer's failure to remit payment in a timely fashion.

4. Delivery, Unloading and Installation

4.1 Buyer will provide a delivery site address with the Purchase Order.

4.2 Unless specifically given routing instructions on the Buyer's Purchase Order, shipment will be made via the carrier APE Studio considers to be the most experienced and practical in reaching the final destination. It is expressly understood that such carrier is an independent contractor and is not APE Studio's agent and/or subcontractor. APE Studio is not responsible for delays in transit and such delays shall not alter our Payment Schedule.

4.3 Prices quoted are conditioned upon delivery and APE Studio personnel's ability to be provided with full and free access to the delivery site without interruption. Unless specifically stated in APE Studio's Order Confirmation, it is the Buyer's responsibility to offload deliveries of the equipment, including mobilization of any equipment required for unloading.

4.4 APE Studio's shipping and delivery estimate is based on an anticipated unloading time as stated in APE Studio's Order Confirmation. If unloading time exceeds this stated estimate, additional charges will apply at a rate set by APE Studio's designated carrier. Upon request, arrangements can be made for containers to remain on site for up to 5 working days. Arrangements for this "drop" service must be made with the order and confirmed in APE Studio's Order Confirmation.

4.5 If shipment unloading at the delivery site is not completed within the period designated on APE Studio's Order Confirmation, container rental fees will apply, and will be invoiced separately.

4.6 Buyer's agent must be present at delivery to accept the shipment.

4.7 Upon delivery to the delivery site, the goods are at the Buyer's risk.

4.8 Full payment is due upon the verification by the Buyer or Buyer's agent that the shipment is complete. If the shipment is incomplete, Payment 3: Category A costs is due upon delivery of the missing items. If upon unloading the Buyer deems specific items damaged, the Buyer must immediately notify APE Studio in writing and include dated photographic documentation. Failure to comply with these requirements will invalidate any claims of defective equipment. Once a claim is confirmed as valid by APE Studio, APE Studio will expedite the repair or replacement of the specific item or part, or, if no other remedy is possible, will refund the purchase price of the specific item.

4.9 Costs for installation services in Category B are for each delivery and installation review visit. Staggered deliveries and/or installations thus will increase costs.

4.10 Concrete foundations must be allowed time to harden. This typically requires 2 weeks "setting" time. It is the Buyer's responsibility to ensure that the equipment is not used before the expiration of the 2-week "setting" time.

5. Maintenance Responsibility

5.1 Buyer, or if Buyer is acting on behalf of the Owner, then the Owner is responsible to ensure that the equipment is safe to use and subjected to proper maintenance and inspection. APE Studio provides the manufacturer's maintenance instructions for the equipment.

5.2 Wood is a natural product and is prone to checking (the naturally occurring separation of wood fibers along the grain). APE Studio's information sheet on wood ("Wood for Playground Equipment") explains this in detail as well as recommended care and treatment. The formation of cracks in solid wood in outside areas is a natural property of this material. The manufacturer does not provide any warranty and/or accept any product liability for wood supplied by the manufacturer with regard to the formation of cracks and their consequences in cases where this is an aesthetic issue only and does not affect stability or longevity.

6. Manufacturer's Warranty

6.1 This section does not constitute the Manufacturer's Warranty. The complete terms and description may be found in the Manufacturer's Warranty Document separately provided to you. Please note that in the event of any conflict or discrepancy the Manufacturer's Warranty Document shall prevail and supersede the below information.

6.2 All warranty claims must be submitted to APE Studio in writing and include dated photographic documentation.

6.3 Sealing longitudinal checks in wooden equipment with silicone is not recommended. Using silicone as a means of repair will void the warranty for the wooden equipment.

6.4 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, APE STUDIO INC., EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Intellectual Property

7.1 All drawings, images, layouts and information provided by APE Studio, its associates, and/ or Richter Spielgeräte GmbH remain the respective owner's intellectual property and must not be passed onto third parties without the owner's (APE Studio and/or Richter) prior written consent. The drawings, images, layouts and other information may be shown to third parties only for the purposes of consultation for the project(s) at hand. The Buyer or Buyer's agent must exercise reasonable care to prevent such intellectual property coming into the hands of APE STUDIO's/Richter's competitors.

8. Indemnification

8.1 APE Studio acts only as the authorized U.S. seller of Richter Spielgerate products. APE Studio is not a designer, nor a contractor.

8.2 Buyer and, if Buyer is acting on behalf of Owner, Owner, hereby agree(s) to indemnify and save harmless APE STUDIO and its members, and the agents and representatives of the foregoing, from and against all liability claims and demands on account of injury to person, including death, as well as damage to property resulting from the Richter Spielgerate products, except if any of the foregoing injuries and/or damages are directly caused by the sole negligence of APE Studio and its members or any of its subsidiaries. In the event that APE is found to be solely negligent in any action, claim, or dispute, damages, penalties, fees (including attorney's fees), costs, expenses, and fines shall be limited to the cost of the equipment only. The Buyer and Owner shall, at its own expense, defend any and all actions of law brought against APE Studio, and its members and the agents and representatives of the foregoing or any subsidiaries, based thereon and shall pay all attorney fees and all other expenses, and promptly discharge any judgment arising therefrom.

8.3 Buyer has read, and has had the opportunity to have an attorney review the provisions above and in agreeing to the same, agrees that the above limitations are commercially reasonable and sufficient.

9. Insurance

9.1 APE Studio maintains comprehensive general liability insurance in an amount not less than $1 million per occurrence, $2 million aggregate. APE Studio maintains Worker's Compensation Insurance in conformity with the laws of New York State. Any additional requirements for insurance coverage cannot be assured and the cost of such additional insurance, if provided, will be added Buyer's cost hereunder.

9.2 APE Studio does not provide payment, performance, or any other surety bond.

10. Miscellaneous

10.1 This Agreement shall not be assigned by either party without the prior written consent of the other, except that APE Studio Inc. may assign to Richter Spielgerate with due notice to Buyer.

10.2 This Agreement shall be governed by the laws and rules of the State of New York. Venue shall be designated as New York County in the State of New York.

10.3 No waiver by APE Studio, Inc. of any provision of this Agreement shall prevent APR Studio, Inc. from later enforcing this agreement, the specific waived provision, or any other provision within this Agreement.

10.4 If any provision of this Agreement is found to violate any law, ordinance, regulation or rule, such provision shall be deemed stricken or limited such that it is in compliance, and the rest of the Agreement shall remain in in full force and effect.

10.5 No amendment or modification of this Agreement shall be binding upon either of the parties hereto unless made in writing and signed by duly authorized officers of both parties.

Terms and Conditions Accepted

by

APE STUDIO INC.

_____

10/31/2023
Date

by

_____
Buyer Signature

_____,
Name and Title

_____
Date

DocuSign Envelope ID: 07C030AE-87FA-4B4E-B9B1-9067E56869A0

01-16-2024

Estimate #000057

To

The Haskell Company

COJ Riverfront Plaza
Upland Work Phase 1

2 Independent Drive,
Jacksonville, FL 32202

Quantity	Description	Unit Price	Total
1	Installation Bid Includes: A) Installation of Equipment in flat grassy or dirt area: -Platform House -Whirligig with Collar -Pyramid Tower Combination -Midzise Pyramid Tower -Net Tunnel w/middle Frame for net Tunnel Bridge -Tunnel Slide -Embankment Slide B) Concrete Footings included based off sizes provided in Bid Documents from Customer C) Machinery for Installation D) Rate for SafeMatters & Machine Certification Classes		$273,418.23
1	Additional Concrete and Rebar for Pyramid Structures		$40,000.00

Titus Gunter Company, INC

Titus Gunter
2627 Belfort Rd.
Jacksonville, FL 32216

Titusgunter@gmail.com

01-16-2024

Estimate #000057

	*This Estimate does not include limited access charges. If less than an 8' clearance for machinery back charges may incur. *This estimate does not include Prevailing Wage or Bacon Davis rates. If required resubmit for pricing		
	NOTES: Valid for 90 days. Estimate based on info provided by customer. Estimate based on flat, level, accessible area unless otherwise noted. Estimate provides costs associated with completing scope of work without any interruptions/complications not anticipated. If conditions are not met, there will be added fees for downtime, site prep, grading, machine rental, disposal fees, etc. If obstructions below surface i.e., rock, concrete, roots, etc. a change order will be submitted. Unless stated in estimate, this does not include fence removal/equipment removal. If such fees as stated above are added, customer will give signature for approval or provide a revised PO prior to work performed. If written approval or revised PO cannot be obtained promptly, crew will leave site immediately and return trip fees will apply once approval received.		
	Subtotal		$313,418.23
	Sales Tax		

01-16-2024

Estimate #000057

Shipping & Handling		
Total Due		**$313,418.23**

Due upon receipt

Thank you for your business!

DocuSign Envelope ID: 07C030AE-87FA-4B4E-B9B1-9067E56869A0

Scope:	13 12 WATER PLAY EQUIPMENT				Company:	APE Studio, Inc. (US Partner, Richter Spielgeräte GmbH)			Southern Aquatics, Inc					
Job No:	4400661				Contact:	Max D'Aurizo			Becky McNamara					
Project:	COI Riverfront Plaza Upland Work Phase I - Early Procurement				Phone:	(585) 857-4940			(904) 824-1110					
Estimator:	BMM				Email:	mdaurizio@apeoriginal.com			bmcnamara@saifountains.com					
Bid Date:	1/16/24 2:00 PM				Lead Times:				16-22 WEEKS					
					Quote Good for #days?:									
Scope Notes:					Notes:	SUPPLY ONLY			SUPPLY & INSTALL					
					Bid Total :				$1,165,323				$1,165,323	
					$1,165,323									
					Haskell Estimate	A			B				CARRY	
Spec	Description	Haskell Quantity	UM	U.P.	Total Price		U.P.	Total Price		U.P.	Total Price		U.P.	Total Price
	BASE BID				1,165,323.00						1,151,505	B		1,151,505
	MATERIAL							285,545	Y		Incl.	B		Incl.
131100.01	F&I SPLASH PAD EQUIPMENT (RICHTER), WATER SUPPLY SYST	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	WE-1 FOREST FOUNTAIN	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	WE-2 ARCHIMEDES SCREW	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	WE-3 PUMP AND TROUGH	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	WE-4 SEE SAW PUMP AND JET	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	LOADING MATERIALS, ATTIC STOCK, SAMPLES CONTINGENCY	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	AUXILIARY EQUIPMENT: MECHANICAL AND PLUMBING	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	AUXILIARY EQUIPMENT: ELECTRICAL	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	AUXILIARY EQUIPMENT: STRUCTURAL	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	AUXILIARY EQUIPMENT: WATERPROOFING AND TILE	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	FREIGHT	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
131100.01	SALES TAX	1	LS		Incl.	Y		Incl.	Y		Incl.	B		Incl.
					-			-			-			-
131100.01	INSTALLATION	1	LS		Incl.	N		Not Incl.	Y		Incl.	B		Incl.
	Project Services-Installation Supervision	1	LS		Incl.	N		Not Incl.	Y		Incl.	B		Incl.
	Project Services-Expenses	1	LS		Incl.	N		Not Incl.	Y		Incl.	B		Incl.
					-			-			-			-
	EXTENDED WARRANTY (10 YEAR) - ALLOWANCE	-	LS	65,000.00	-	N		Not Incl.	HSK		-	B		-
					-									-
	Wage Type													
	Small/Minority Business Type													
	Addenda ___ Through ___													
	SUBTOTAL				1,165,323			Select Y or N	Y		1,151,505	Y		1,151,505
	Sales Tax	7.50%				N		Included Above	N		Included Above	N		Included Above
	Sub/Vendor Bond	1.20%				N		Not Included	Y		13,818	Y		13,818
	TOTAL				$ 1,165,323						$ 1,165,323			$ 1,165,323
	Alternate "1"													
	Alternate "2"													
	Alternate "3"													
	Alternate "4"													

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No:	1324-01-Q05
Project:	1324-01
Date:	31-Oct-23
Validity:	30 Days

For:	Jacksonville Riverfront Plaza, Duval County
Contact:	Micah Lipscomb - Micah.Lipscomb@perkinswill.com
Reference:	100% CD Set Dated 03/15/2023

COST SUMMARY

Playground Equipment					
Slide Hill (5-12 Years)		€	716,630.00		
Tot Lot Equipment		€	31,360.00		
Attic Stock, Samples, Loading Materials		€	22,080.00		
	Subtotal Category A1 Costs (EUR)	**€**	**770,070.00**		
Playground Shipping & Services					
Shipping Estimate				$	98,700.00
Services Estimate				$	34,900.00
	Subtotal Category B1 Costs (USD)			**$**	**133,600.00**
Water Play Equipment					
Water Play Equipment		€	191,310.00		
Attic Stock, Samples, Loading Materials		€	8,550.00		
	Subtotal Category A2 Costs (EUR)	**€**	**199,860.00**		
Water Play Shipping & Services					
Services Estimate				$	17,900.00
Services Estimate				$	8,600.00
	Subtotal Category B2 Costs (USD)			**$**	**26,500.00**
	Total Category A2 Costs (EUR)	**€**	**969,930.00**		
	Total Category B2 Costs (USD)			**$**	**160,100.00**

COST DETAIL

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
		Slide Hill (Equipment for 5-12 Years)		
		Pyramid Tower Combination		
10.550000	1	Conference, incl. coupling Note: Connecting pipes not included	€ 4,700.00	€ 4,700.00
S 10.55000	1	Conference, incl. coupling extended version for 2.0m floor of Pyramid Tower Note: Connecting pipes not included	€ 5,450.00	€ 5,450.00
S AL3.26500	1	Platform, height 2.00m, made of larch with steel feet -special version, shortened to 1.50m, flush with floor height of 2.00m of Pyramid Tower -with connection to Pyramid Tower -with barriers on two sides -connection to landscape TBD	€ 9,780.00	€ 9,780.00
9.080000	1	Kling Klang Disc for wall attachment	€ 9,770.00	€ 9,770.00
SAL 3.42500	1	Midsize Pyramid Tower, ASTM, h=11m, larch with steel feet, special version: without 1.00m floor, flush transition (2m floor height) from Platform to 2m floor of Pyramid Tower, with transfer platform (h= 0.40m) to slide on 2.0m floor and with 3 transfer steps (h-0.20m) from transfer Platform to 3.00m floor, with additional 6 holding bars for transfer and transition from Rope Ladder, with barrier on 3.00m floor on the side of the floor adjacent to the transfers below and to the side of the ladder adjacent to the transfers below, with access opening for the Rope Ladder in 2m floor and barrier on 3 sides of the opening	€ 125,640.00	€ 125,640.00
S 10.25000	1	Telescope, for mounting on cladding in Pyramid Tower Note: This equipment is vulnerable in non-supervised areas	€ 14,340.00	€ 14,340.00

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No: 1324-01-Q05
Project : 1324-01
Date: 31-Oct-23
Validity: 30 Days

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
10.24100	1	Octoscope, for mounting on cladding in Pyramid Tower Note: This equipment is vulnerable in non-supervised areas	€ 14,720.00	A
S 10.80728	1	Rope Ladder, red special version with top of last loop below 2.00m floor, with connection to additional floor beam for 3.00m floor of Pyramid Tower	€ 940.00	€ 940.00
10.22750	1	Rotating Disc: Pulsation 3 for wall attachment	€ 5,360.00	€ 5,360.00
S 3.66544	1	Net Tunnel length 5.00m, red, between Pyramid Tower and Middle Frame, fine meshed Net Tunnel, mesh size approx. 10x10cm *includes:* S3.66708 - Support Frame for Net Tunnel, h=1.50m, for Pyramid Towers	€ 28,170.00	€ 28,170.00
1.10100	1	Middle Frame for Net Tunnel Bridge, h=4.00m, incl 2 support posts made of larch or oak with special steel feet to avoid suspension ropes, for fine mesh Net Tunnel	€ 16,080.00	€ 16,080.00
S 3.66544	1	Net Tunnel length 4.00m, red, between Pyramid Tower and Middle Frame, fine meshed Net Tunnel, mesh size approx. 10x10cm *includes:* S3.66708 - Support Frame for Net Tunnel, h=1.50m, for Pyramid Towers	€ 24,170.00	€ 24,170.00
S AL 3.42000	1	Middle Pyramid Tower, ASTM, h=9m, larch with steel feet special version with additional bump out at 4.00m floor, sideways to floor for Slide attachment and access to Slide	€ 69,380.00	€ 69,380.00
3.68000	1	Tunnel Slide attachment height 396cm, inclination 35°, sliding length 1120cm, weight 525kg -3 part construction -253.6° left helix -snail run-out, left -1 support post -stainless steel 316 *Note: Unloading with substantial crane or wheel loader required. Cost not included.*	€ 87,200.00	€ 87,200.00
3.68000	1	Tunnel Slide attachment height 396cm, inclination 35°, sliding length 1120cm, weight 525kg -3 part construction -253.6° left helix -snail run-out, left -1 support post -stainless steel 304 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 62,280.00	A
3.42030	1	Connection for Tunnel Slide to Pyramid Towers	€ 430.00	€ 430.00
3.68000	1	Tunnel Slide attachment height 2.35m, inclination 35°, sliding length 666cm, weight 260kg -special version for ADA -1 part construction -36.4° right curve -extended run-out, 35° -1x metal support -stainless steel 316 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 32,220.00	€ 32,220.00
3.68000	1	Tunnel Slide attachment height 2.35m, inclination 35°, sliding length 666cm, weight 260kg -special version for ADA -1 part construction -36.4° right curve -extended run-out, 35° -1x metal support -stainless steel 304 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 23,050.00	A
3.42030	1	Connection for Tunnel Slide to Pyramid Towers	€ 440.00	€ 440.00

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No: 1324-01-Q05
Project: 1324-01
Date: 31-Oct-23
Validity: 30 Days

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
		Midsize Pyramid Tower		
S AL 3.42500	1	Midsize Pyramid Tower. ASTM, h=11m, larch with steel feet *-special version, with full barrier on first floor, with special steel feet with steel sleeve to be welded on site for mounting on roof*	€ 121,110.00	€ 121,110.00
S3.68000	1	Tunnel Slide attachment height: 731cm, length: 1704cm, inclination: 35-30°, weight: 785kg, 2 part construction, 138.6° right curve, 40.4° left curve, extended run-out 30°, 2x metal support, with Slide Guard, stainless steel 316. Note: *Unloading with substantial crane or wheel loader required. Cost not included*	€ 92,950.00	€ 92,950.00
S3.68000	1	Tunnel Slide attachment height: 731cm, length: 1704cm, inclination: 35-30°, weight: 785kg, 2 part construction, 138.6° right curve, 40.4° left curve, extended run-out 30°, 2x metal support, with Slide Guard, stainless steel 304. Note: *Unloading with substantial crane or wheel loader required. Cost not included*	€ 66,400.00	A
3.42030	1	Connection for Tunnel Slide to Pyramid Towers	€ 440.00	€ 440.00
		Embankment Slides		
3.67000	2	1 Open Slide attachment height: 363cm, length: 860cm, inclination: 36° weight: 224kg - 1 part construction - with ADA entrance element - 36.0° right curve - extended run-out, 36° - 1x metal support - stainless steel 316 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 34,030.00	€ 68,060.00
3.67000	2	1 Open Slide attachment height: 363cm, length: 860cm, inclination: 36° weight: 224kg - 1 part construction - with ADA entrance element - 36.0° right curve - extended run-out, 36° - 1x metal support - stainless steel 304 *Note: Unloading with substantial crane or wheel loader required. Cost not included*	€ 24,310.00	A
		Slide Hill Playground Equipment Subtotal		**€ 716,630.00**
		Tot Lot (Equipment for 2-5 Years)		
6.28000	1	Whirligig with Collar, with pre-cast foundation, light blue/blue	€ 3,320.00	€ 3,320.00
6.28004	1	Whirligig with Collar, with pre-cast foundation, red/orange	€ 3,320.00	€ 3,320.00
6.28006	1	Whirligig with Collar, with pre-cast foundation, purple/pink	€ 3,320.00	€ 3,320.00
S A4.14906	1	Platform House 4906 with railing, larch square timber with steel feet, ASTM version, special version without ladder incl. Inclined Climbing Net, red A3.69140 incl. Stainless Steel Slide, w=1.00m, h=1.00m, A3.63300 (stainless steel 316)	€ 19,700.00	€ 19,700.00
S A4.14906	1	Platform House 4906 with railing, larch square timber with steel feet, ASTM version, special version without ladder incl. Inclined Climbing Net, red A3.69140 incl. Stainless Steel Slide, w=1.00m, h=1.00m, A3.63300 (stainless steel 304)	€ 17,490.00	A
SA4.10581	1	Stairs, width 0.90m, attachment height 1.00m, with double-sided stainless steel handrails, ASTM	€ 1,700.00	€ 1,700.00
		Tot Lot Playground Equipment Subtotal		**€ 31,360.00**
1.10000	1	Attic Stock Contingency	€ 6,000.00	€ 6,000.00
1.10000	1	Samples Contingency	€ 2,000.00	€ 2,000.00
F1.10000	4	Loading Materials for 40' OT shipping container	€ 3,520.00	€ 14,080.00
		Playground Area Subtotal (EUROS)		**€ 770,070.00**

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No: 1324-01-Q05
Project: 1324-01
Date: 31-Oct-23
Validity: 30 Days

Product No.	Qty.	Description	Unit Price (EUR)	Total Price (EUR)
		Water Play all equipment adapted for chlorinated water		
5.20800	1	Archimedes Screw, open, stainless steel 316, length approx 2.50m, rim 7cm thick acle, inclination 45 degrees flange for attachment to concrete, foundation onsite, with countersink for highload anchor, protection disc, support frame with flange, length 0.86m, pipe d=60.3mm, with runout plate and turning ring d=60cm with two rings	€ 19,880.00	€ 19,880.00
S 5.20010	1	Intake Container with float valve for Archimedes Screw, stainless steel 316, for chlorinated water	€ 8,930.00	€ 8,930.00
S 5.17639	2	Playground Pump, direct connection to pressure line, drinking water to underside of piston, installation material not included, column with maintenace access (for chlorinated water), ASTM version Note: depending on the concentration of chlorine a faster wear of the valves is to be expected	€ 11,720.00	€ 23,440.00
S 5.17634	2	Winter Lid for Playground Pump, stainless steel 316	€ 180.00	€ 360.00
S 5.17633	2	Foundation Anchor for Playground Pump	€ 520.00	€ 1,040.00
S 5.18000	1	Mushroom Spring, stainless steel 316 for site concrete foundation stainless steel 316, for chlorinated water	€ 13,990.00	€ 13,990.00
S 0.97840	1	Winter Lid for Mushroom Spring, stainless steel 316	€ 170.00	€ 170.00
5.18006	1	Foundation Anchor for Mushroom Spring	€ 520.00	€ 520.00
S 5.13000	2	Water Flooder, l=1.50m, stainless steel 316	€ 3,630.00	€ 7,260.00
S 5.13050	4	Water Flooder l=2.00m, stainless steel 316	€ 3,950.00	€ 15,800.00
S 5.13052	1	Water Flooder l=3.00m, with 3 feet, stainless steel 316	€ 5,330.00	€ 5,330.00
S 5.13052	1	Water Flooder with 1 seal, l=2.00m, stainless steel 316	€ 5,430.00	€ 5,430.00
S 5.14450	1	Water Tray with seal, l=2.00m, stainless steel 316	€ 6,330.00	€ 6,330.00
S 5.14403	1	Water Tray with 2 seals, l=1.50m, stainless steel 316	€ 7,520.00	€ 7,520.00
5.15915	2	Small Bucket Wheel for foundation on site, diameter 40 cm, stainless steel 316	€ 3,800.00	€ 7,600.00
S 5.18600	1	See-saw Pump, stainless steel 316 for connection to pressure line, installation materials are not included, for operation with chlorinated water	€ 19,060.00	€ 19,060.00
S 5.18873	5	Simple Spraying Head with strong water jet, stainless steel 316 Note: Needs frequent cleaning.	€ 1,140.00	€ 5,700.00
S 5.18838	2	Spraying Head with soft water jet and small flange, low water jet, stainless steel 316	€ 1,780.00	€ 3,560.00
S 5.27033	1	Spiral Rotor with mast of larch and steel foot, adapted for chlorinated water	€ 6,160.00	€ 6,160.00
S 5.27036	1	Umbrella Jet with mast of larch and steel foot, adapted for chlorinated water	€ 6,230.00	€ 6,230.00
S 5.27015	1	Long Handle Pump with concrete casing and one way distribution, adapted for chlorinated water	€ 24,320.00	€ 24,320.00
5.24200	1	Round Water Basin with 1 opening and pump connection for Spray Head	€ 1,720.00	€ 1,720.00
5.24540	1	Pedestal Pip, height 0.4m	€ 960.00	€ 960.00
		Water Play Equipment Subtotal		**€ 191,310.00**
1.10000	1	Attic Stock Contingency	€ 6,000.00	€ 6,000.00
1.10000	1	Samples Contingency	€ 2,000.00	€ 2,000.00
F1.10000	1	Loading Materials for 20' OT shipping container	€ 550.00	€ 550.00
		Water Play Area Subtotal (EUROS)		**€ 199,860.00**
		SUBTOTAL CATEGORY A (EUROS)		**€ 969,930.00**

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No:	1324-01-Q05
Project :	1324-01
Date:	31-Oct-23
Validity	30 Days

Shipping & Services Costs

Product No.	Qty.	Description	Unit Price	Total Price
F1.10000	1	Shipping and handling for Playground Equipment **(estimated)**, assumes 4x40'-OT container, FOB Germany with delivery to installation site, includes customs clearance and door-to-door transport insurance, delivery logistics, receipt and check-in.	$ 98,700.00	$ 98,700.00
M1.10000	1	Project Services Playground Equipment **(estimated)** Assumes time on site, including installation supervision, final walkthrough and verification of equipment installation according to manufacturer instructions for Richter equipment only. Costs subject to change based on site readiness at time of scheduled visits and number and duration of site visits. ***This estimate is <u>not</u> a ceiling.***	$ 21,200.00	$ 21,200.00
M1.10000	1	Project Services Expenses Water Play Equipment **(estimated)** This is not an estimated ceiling. Expenses to be billed, as incurred, at actual cost. Two trips are estimated for (a) installation supervision and (b) final walkthrough. Expenses may include but are not limited to transportation, lodging, per diem, and travel days ***NOTE: Cost will be reduced if site visits are consolidated or if Richter-authorized, third-party installer is engaged to perform the installation.***	$ 8,000.00	$ 8,000.00
AS1.20000	1	Safety Audit performed by third party	$ 5,700.00	$ 5,700.00
		Playground Equipment Services Subtotal		**€ 133,600.00**
F1.10000	1	Shipping and handling for Water Play Equipment **(estimated)**, assumes 1x20'-OT container, FOB Germany with delivery to installation site, includes customs clearance and door-to-door transport insurance, delivery logistics, receipt and check-in.	$ 17,900.00	$ 17,900.00
M1.10000	1	Project Services Water Play Equipment **(estimated)** Assumes time on site, including installation supervision, final walkthrough and verification of equipment installation according to manufacturer instructions for Richter equipment only. Costs subject to change based on site readiness at time of scheduled visits and number and duration of site visits. This estimate is not a ceiling.	$ 4,900.00	$ 4,900.00
M1.10000	1	Project Services Expenses Water Play Equipment **(estimated)** This is not an estimated ceiling. Expenses to be billed, as incurred, at actual cost. Two trips are estimated for (a) installation supervision and (b) final walkthrough. Expenses may include but are not limited to transportation, lodging, per diem, and travel days ***NOTE: Cost will be reduced if site visits are consolidated or if Richter-authorized, third-party installer is engaged to perform the installation.***	$ 3,700.00	$ 3,700.00
		Water Play Services Subtotal		**€ 26,500.00**
		SUBTOTAL CATEGORY B (USD)		**$ 160,100.00**

(See Notes, page 6)

ape STUDIO

QUOTATION

Equipment by Richter Spielgeräte GmbH
"Life without a swing is a misunderstanding."

Quote No:	1324-01-Q05
Project :	1324-01
Date:	31-Oct-23
Validity:	30 Days

NOTES:

Please check that the equipment listed above is the equipment specified for your project.
APE is not responsible for confirming equipment orders against project specifications.

VALIDITY

- All equipment prices are given in EUROS.
- Unless otherwise noted, all equipment **prices quoted are valid until January 1, 2023**. After that date, equipment prices are subject to increase.
- Due to pandemic-related effects on supply chains, prices are experiencing fluctuations outside of APE Studio's control. Prices, therefore, are subject to change and will be confirmed at the time of order.
- Equipment prices in this quotation are subject to change should design changes be required or requested.
- Terms and Conditions apply.

LEAD TIME AND DELIVERY

This is a long lead time item. Lead time for this order is approximately 16-22 weeks from order finalization--including approval of submittals--to delivery. However due to the global pandemic, Richter asks for understanding that they cannot guarantee fixed delivery dates during this exceptional period and that delays may occur. They also ask that when choose to move forward with your order, you take the necessary steps to ensure that it can be accepted upon delivery.

EXCLUSIONS

- Escalation
- Foundations, footing materials, or safety surfacing (unless otherwise noted)
- Installation (See "Additions", below)
- APE Studio does not perform installation or safety reviews of landscape plans.
- Water play equipment

INCLUSIONS

- Unless otherwise noted, prices are based upon standard-grade stainless steel.

SHIPPING AND HANDLING

- Shipping costs are estimated and subject to change based upon final order, final shipping terms and conditions at delivery / unloading. Additional charges may apply.
- Shipping costs are based on ocean freight to nearest port with overland delivery by truck to the installation site. Due to truck-driver shortages, shipping estimates are currently higher than normal.
- Shipping costs include duties and customs clearance at US port.
- Special equipment may be required for unloading. These costs are on others.
- Richter Spielgeräte has taken steps to address the global pandemic and continue to operate as reliably as possible. As conditions are changing rapidly, however, Richter asks for your understanding that adjustments and delays to delivery dates may occur during this exceptional period. We will update you immediately if we are alerted to any changes in your order's production schedule. Once your order is ready, Richter also asks that you please take steps to ensure that your order can be accepted upon delivery.

PROJECT SERVICES

- When offered, Project Services may include, but are not limited to, technical consultation, onsite installation supervision of Richter equipment, and final walkthrough and verification of equipment installation according to manufacturer instructions. Included services are detailed in the quotation above. Expenses are not included.
- Project Services do not include installation labor or equipment. (For installation services, see "Additions," below.)

ADDITIONS

- APE Studio Inc. does not provide installation services or safety audits of plans or completed installations. As a service to our clients, APE can provide referrals to third-party providers for complete installation services and safety audits These are recommended, optional services, which must be contracted and invoiced directly with providers, independently of APE. Please let us know if you are interested in these optional services.

- Richter Spielgeräte has taken steps to address the global pandemic and continue to operate as reliably as possible. As conditions are changing rapidly, however, Richter asks for your understanding that adjustments and delays to delivery dates may occur during this exceptional period. We will update you immediately if we are alerted to any changes in your order's production schedule. Once your order is ready, Richter also asks that you please take steps to ensure that your order can be accepted upon delivery.

If you have any questions about the information in this quotation, please call us at (212) 213-6694.

APE STUDIO INC.

PROJECT	BUYER
Jacksonville Riverfront Plaza	Haskell
Duval County	111 Riverside Avenue, Jacksonville, FL 32202
City of Jacksonville	Martin, Jerry W., Jerry.Martin@haskell.com

Terms & Conditions

APE Studio Inc. is the U.S. Representative of Richter Spielgeräte GmbH. We are the exclusive distributors of Richter equipment in the United States and select sites in Canada.

The following Terms and Conditions together with the express terms set forth in the Order Confirmation represent the entire agreement between APE Studio and the Buyer to the exclusion of any other terms and conditions that the Buyer may seek to impose upon APE Studio.

A binding contract is conditioned upon execution of these Terms and Conditions.

1. Payment Terms

1.1 Anticipated Costs

Category A - Equipment: Euro ("EUR") costs, which include equipment and any special planning or technical oversight by Richter.

Category B - Shipping & Services: U.S. Dollar ("USD") costs, which include shipping/handling and delivery, customs clearance, marine insurance, applicable duties and fees, delivery logistics and verification of receipt.

Category B costs may also include the following project services: receipt on site, supervision of unloading (labor and equipment mobilization by others), supervision of installation of equipment manufactured by Richter Spielgeräte GmbH (where required or elected), final walkthrough and verification of installation per manufacturer's instructions.

Shipping costs are estimated until invoiced and may change without prior notice; Buyer agrees to pay costs as invoiced by APE Studio.

Extraordinary or unanticipated costs for shipping, delivery, installation supervision and/or project services may be invoiced separately. These costs may include but are not limited to the following: chassis fee, container rental and storage fees, harbor fees, tolls, and daily rates for APE Studio *personnel and expenses related to services.*

1.2 Payment Schedule

Payment 1: 70% of Category A and Category B to be paid upon receipt of APE's Order Confirmation and Invoice 1. *Receipt of Payment 1 is required to initiate the order process.*

Payment 2: 20% of Category A and Category B to be paid immediately upon shipping and receipt of Invoice 2. Upon request, a copy of the Bill of Lading can be provided as proof of shipment. *Receipt of Payment 2 is required to clear the order for delivery.*

Payment 3: 10% of Category A and Category B (or remaining balance) to be paid upon written verification that the shipment is complete.

Payments for extraordinary or unanticipated costs associated with shipping, delivery, installation supervision, and/or project services may be invoiced separately and are due and payable as noted on the separate invoice.

APE STUDIO INC.

Other Term

2. Financial

2.1 A Purchase Order is required, detailing all equipment in the order, special finishes, spare parts, delivery instructions, required certifications and document submission requirements. After review with Richter Spielgeräte, APE Studio will issue an Order Confirmation and Invoice. The order process is initiated only upon APE Studio's receipt of bank notification of Payment 1. *It is the Buyer's responsibility to check the equipment listed in the Order Confirmation against the project specifications.*

2.2 Upon receipt of final payment, APE Studio will deliver to the Buyer all applicable safety documentation, spare parts, if any, and maintenance manuals.

2.3 Unless otherwise stated, prices shown are for supply of equipment and related services. Where prices are stated in EUR, payment is required in EUR. Where prices are stated in USD, payment is required in USD.

2.4 APE Studio accepts payment by wire transfer only. Banking information is provided on APE Studio's Invoice. Checks may be accepted for USD payments upon the consent of APE Studio Inc..

2.5 APE Studio shall not be liable for direct, indirect, special or consequential damages of any kind unless agreed to in writing and signed by an APE Studio officer and then, in that event, damages are limited to the amount of the cost of the equipment as set forth in the Order Confirmation.

2.6 In the event that the Buyer fails to pay any amount when due, APE Studio reserves the right to refuse to supply goods that have not been paid for in full. In addition, APE Studio reserves the right to impose a 1.5% per month finance charge for payments received more than thirty (30) days beyond the date of any invoice. Additionally, should APE incur any costs in the collection of any unpaid amounts, Buyer shall be responsible for any and all costs, expenses and fees incurred in such collection.

2.7 Once confirmed by APE Studio's Order Confirmation, Purchase Orders may be cancelled only with APE Studio's express written consent, and the Buyer's indemnification of APE Studio against any loss. In addition, cancelled orders are subject to an administrative fee of 15% of the confirmed Purchase Order amount. Items designated in the Order Confirmation as "custom equipment" and "site-specific equipment" may not be cancelled.

3. Order Timeline/Notification

3.1 APE Studio will do its best to see that the agreed estimated timeline is met and to inform the Buyer of appropriate benchmarks in the shipping and delivery process, specifically: shipment loading at Richter Spielgeräte workshop, Frasdorf; shipment departure from Germany (ETD); anticipated arrival at New York-area port (ETA); notice 48 hours prior to delivery to installation site.

3.2 APE Studio is not responsible for delays in the order process and/or delivery due to Buyer's failure to remit payment in a timely fashion.

4. Delivery, Unloading and Installation

4.1 Buyer will provide a delivery site address with the Purchase Order.

4.2 Unless specifically given routing instructions on the Buyer's Purchase Order, shipment will be made via the carrier APE Studio considers to be the most experienced and practical in reaching the final destination. It is expressly understood that such carrier is an independent contractor and is not APE Studio's agent and/or subcontractor. APE Studio is not responsible for delays in transit and such delays shall not alter our Payment Schedule.

4.3 Prices quoted are conditioned upon delivery and APE Studio personnel's ability to be provided with full and free access to the delivery site without interruption. Unless specifically stated in APE Studio's Order Confirmation, it is the Buyer's responsibility to offload deliveries of the equipment, including mobilization of any equipment required for unloading.

4.4 APE Studio's shipping and delivery estimate is based on an anticipated unloading time as stated in APE Studio's Order Confirmation. If unloading time exceeds this stated estimate, additional charges will apply at a rate set by APE Studio's designated carrier. Upon request, arrangements can be made for containers to remain on site for up to 5 working days. Arrangements for this "drop" service must be made with the order and confirmed in APE Studio's Order Confirmation.

4.5 If shipment unloading at the delivery site is not completed within the period designated on APE Studio's Order Confirmation, container rental fees will apply, and will be invoiced separately.

4.6 Buyer's agent must be present at delivery to accept the shipment.

4.7 Upon delivery to the delivery site, the goods are at the Buyer's risk.

4.8 Full payment is due upon the verification by the Buyer or Buyer's agent that the shipment is complete. If the shipment is incomplete, Payment 3: Category A costs is due upon delivery of the missing items. If upon unloading the Buyer deems specific items damaged, the Buyer must immediately notify APE Studio in writing and include dated photographic documentation. Failure to comply with these requirements will invalidate any claims of defective equipment. Once a claim is confirmed as valid by APE Studio, APE Studio will expedite the repair or replacement of the specific item or part, or, if no other remedy is possible, will refund the purchase price of the specific item.

4.9 Costs for installation services in Category B are for each delivery and installation review visit. Staggered deliveries and/or installations thus will increase costs.

4.10 Concrete foundations must be allowed time to harden. This typically requires 2 weeks "setting" time. It is the Buyer's responsibility to ensure that the equipment is not used before the expiration of the 2-week "setting" time.

5. Maintenance Responsibility

5.1 Buyer, or if Buyer is acting on behalf of the Owner, then the Owner is responsible to ensure that the equipment is safe to use and subjected to proper maintenance and inspection. APE Studio provides the manufacturer's maintenance instructions for the equipment.

5.2 Wood is a natural product and is prone to checking (the naturally occurring separation of wood fibers along the grain). APE Studio's information sheet on wood ("Wood for Playground Equipment") explains this in detail as well as recommended care and treatment. The formation of cracks in solid wood in outside areas is a natural property of this material. The manufacturer does not provide any warranty and/or accept any product liability for wood supplied by the manufacturer with regard to the formation of cracks and their consequences in cases where this is an aesthetic issue only and does not affect stability or longevity.

6. Manufacturer's Warranty

6.1 This section does not constitute the Manufacturer's Warranty. The complete terms and description may be found in the Manufacturer's Warranty Document separately provided to you. Please note that in the event of any conflict or discrepancy the Manufacturer's Warranty Document shall prevail and supersede the below information.

6.2 All warranty claims must be submitted to APE Studio in writing and include dated photographic documentation.

6.3 Sealing longitudinal checks in wooden equipment with silicone is not recommended. Using silicone as a means of repair will void the warranty for the wooden equipment.

6.4 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, APE STUDIO INC., EXPRESSLY DISCLAIMS, WAIVES, RELEASES AND RENOUNCES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Intellectual Property

7.1 All drawings, images, layouts and information provided by APE Studio, its associates, and/ or Richter Spielgeräte GmbH remain the respective owner's intellectual property and must not be passed onto third parties without the owner's (APE Studio and/or Richter) prior written consent. The drawings, images, layouts and other information may be shown to third parties only for the purposes of consultation for the project(s) at hand. The Buyer or Buyer's agent must exercise reasonable care to prevent such intellectual property coming into the hands of APE STUDIO's/Richter's competitors.

8. Indemnification

8.1 APE Studio acts only as the authorized U.S. seller of Richter Spielgerate products. APE Studio is not a designer, nor a contractor.

8.2 Buyer and, if Buyer is acting on behalf of Owner, Owner, hereby agree(s) to indemnify and save harmless APE STUDIO and its members, and the agents and representatives of the foregoing, from and against all liability claims and demands on account of injury to person, including death, as well as damage to property resulting from the Richter Spielgerate products, except if any of the foregoing injuries and/or damages are directly caused by the sole negligence of APE Studio and its members or any of its subsidiaries. In the event that APE is found to be solely negligent in any action, claim, or dispute, damages, penalties, fees (including attorney's fees), costs, expenses, and fines shall be limited to the cost of the equipment only. The Buyer and Owner shall, at its own expense, defend any and all actions of law brought against APE Studio, and its members and the agents and representatives of the foregoing or any subsidiaries, based thereon and shall pay all attorney fees and all other expenses, and promptly discharge any judgment arising therefrom.

8.3 Buyer has read, and has had the opportunity to have an attorney review the provisions above and in agreeing to the same, agrees that the above limitations are commercially reasonable and sufficient.

9. Insurance

9.1 APE Studio maintains comprehensive general liability insurance in an amount not less than $1 million per occurrence, $2 million aggregate. APE Studio maintains Worker's Compensation Insurance in conformity with the laws of New York State. Any additional requirements for insurance coverage cannot be assured and the cost of such additional insurance, if provided, will be added Buyer's cost hereunder.

9.2 APE Studio does not provide payment, performance, or any other surety bond.

10. Miscellaneous

APE STUDIO INC.

10.1 This Agreement shall not be assigned by either party without the prior written consent of the other, except that APE Studio Inc. may assign to Richter Spielgerate with due notice to Buyer.

10.2 This Agreement shall be governed by the laws and rules of the State of New York. Venue shall be designated as New York County in the State of New York.

10.3 No waiver by APE Studio, Inc. of any provision of this Agreement shall prevent APR Studio, Inc. from later enforcing this agreement, the specific waived provision, or any other provision within this Agreement.

10.4 If any provision of this Agreement is found to violate any law, ordinance, regulation or rule, such provision shall be deemed stricken or limited such that it is in compliance, and the rest of the Agreement shall remain in in full force and effect.

10.5 No amendment or modification of this Agreement shall be binding upon either of the parties hereto unless made in writing and signed by duly authorized officers of both parties.

Terms and Conditions Accepted

by

APE STUDIO INC.

10/31/2023

Date

by

Buyer Signature

Name and Title

Date

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DESIGN
SUPPLY
CONSTRUCT

WATER FEATURE CONSTRUCTION PROPOSAL

DATE:	December 20, 2023
PROJECT:	Jacksonville Riverfront Plaza – Waterplay Playground
PROJECT LOCATION:	Jacksonville, FL
Prepared for:	Bill Huber Haskell

Prepared by: Alex Powers
apowers@saifountains.com
904.824.1110

1/16/24: Talked with Alex, said they will hold price as is

Terms and Conditions:

1. Proposal should be considered Budgetary _X_ or Hard Bid _____.
2. Proposal is valid for a maximum of _30_ days from the date of the proposal, after which a review will be necessary to determine if there has been an increase in costs.
3. SAI reserves the right to modify pricing if any of the following conditions occur;
   a. Information is released or discovered that alters or clarifies the documentation available at the time of the bid
   b. Changes to plans and/or specifications
   c. Modifications of scope other than what is listed on this proposal
   d. Acceptance of alternate deducts or adders
4. Contractor/Owner agrees for this proposal to become part of the contract documents and understands the final pricing is based on the scope and conditions listed herein.
5. Any items not listed in the scope description are specifically excluded.
6. Proposal does not include expedited work schedule, overtime or weekend hours.

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SECTION 1: BASIC WATER FEATURE(S) DESCRIPTION:

Turn key installation of an approximately 1300 square foot interactive water feature with 316 stainless steel Richter play equipment based on 100% CD's dated 3.15.23.

SECTION 2: GENERAL SCOPE DESCRIPTIONS:

GENERAL CONDITIONS:
Permits (as required), DOH Permitting, State of Florida Certified Contractor License (REQUIRED), Applicable Sales Tax, Mobilization(s), Material Storage Trailer (if necessary), Daily Clean-Up, Layout (benchmarks provided by others), Initial Chemical Treatment, Material Samples, Owner Training, 6 Hard Copies O & M Manuals, 1 Digital Copy O & M Manual, Shop Drawings, As-built Drawings, Product and Material Submittals, One year Material and Workmanship Warranty, Emergency Safety Plan, MSDS Documentation, Site Preparation (Ground Level by others within 1/10 of a foot prior to mobilization), Initial Start-Up, Testing and Programming.

MECHANICAL (WATER FEATURE EQUIPMENT):
Furnish and install all water feature equipment as described in plans and specifications without substitution. This includes all feature and filtration equipment to construct a fully functional water feature. Includes hangers and supports inside room, vibration isolation, labeling and identification, equipment control panel, and valves.

PLUMBING:
Furnish and install all materials and labor for the plumbing of the water feature to the equipment room, rain diverter valve boxes, and collector tanks. Scope includes excavation, shoring, proper backfill, compaction, thrust blocks and pressure testing. When pipe runs through building and/or in the equipment room; pipe supports, hangers, link seals, pipe sleeves and vibration isolation are included in this scope. Schedule 80 PVC pipe and fittings to be used on all plumbing lines.

ELECTRICAL:
Furnish and install all materials and labor for the electrical needs of the water feature between the control panel and the water feature. Furnish and install properly sized wire and PVC Conduit between control panel and water feature equipment. Furnish and install bonding of all metal components within water feature and water feature equipment. Unless otherwise noted, site electrician (or electrician contracted with GC) is to pull necessary electrical permits and bring main power into control panel.

STRUCTURE:
Provide and install fountain concrete pad within the limits of the water feature wet area. Approximately 1300 Sq. Ft. Provide and install precast collection tank including waterproofing, ladder, ladder-up, hatch, and associated items. Provide and install footing structures for Richter equipment.

WATERPROOFING:
Provide and install waterproofing at the interior surface of the collection tank.

TILE:
Provide and install Life Floor rubber surfacing at water feature area.

DESIGN
SUPPLY
CONSTRUCT

MASONRY:
None. Stonework not included in budget.

METALS:
Provide and install Richter water feature play equipment. Provide and install stainless steel deck shower (fresh water supply and drain by others).

SECTION 3: EXCLUSIONS

Escalation, trench drains, boulders or stonework, landscaping, irrigation, and all finishes other than what is described in this proposal. Final terminations of electrical power into control panel, sewer and/or water at fountain or equipment room to be stubbed out 5' with the final connection by others, dewatering, initial site grade, demolition, overtime or weekend work, prevailing wages, union wages, payment and performance bond (2.25% of final contract adder). All other items not listed in this proposal are specifically excluded.

SECTION 4: PRICING

Provide and install fountain per the above description: includes sales tax on materials $1,151,505.00

SECTION 5: ALTERNATES

1. None presented at this time.

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Scope:	21 00 FIRE SPRINKLER	Company:	Sciens Building Solutions
Job No:	4400661	Contact:	Mike Bishop
Project:	COJ Riverfront Plaza Upland Work Phase I - Early Procurement	Phone:	(904) 509 6782
Estimator:	BVM	Email:	mb.shop@sciensbuildingsolutions.com
Bid Date:	1/16/24 2:00 PM	Lead Times:	
		Quote Good for #days?:	90 DAYS
Scope Notes:		Notes:	
		Bid Total :	$39,553
		$88,881	$39,553

HASKELL

Spec	Description	Haskell Quantity	UM	Haskell Estimate U.P.	Haskell Estimate Total Price	B	B U.P.	B Total Price	CARRY	CARRY U.P.	CARRY Total Price
	BASE BID				-			-			-
					-			-			-
210000.0002	WET PIPE FIRE SPRINKLER SYSTEM	4,700	SF	10.00	47,000	Y		30,704	B		30,704
210000.0200	FIRE RISER 6" WITH ASSOCIATE VALVES AND BELL ACESSY	1	EA	10,450.00	10,450	Y		Incl.	B		Incl.
210000.0300	FIRE DEPARTMENT CONNECTION 4"	1	EA	1,406.25	1,406	Y		Incl.	B		Incl.
	REMOTE FDC				-	N		Not Incl.	B		Not Incl.
210000.0550	HEAD BOX - 6 SPARE HEADS	1	EA	1,037.50	1,038	Y		Incl.	B		Incl.
210000.1750	COORDINATION, ENGINEERING, LOAD CALCS	1	LS	26,875.00	26,875	N		Not Incl.	B		Not Incl.
	CALCULATIONS, LAYOUT AND DRAWINGS	1	LS		-	Y		Incl.	B		Incl.
210000.1800	FIRE CAULKING	1	LS	2,112.50	2,113	Y		Incl.	B		Incl.
					-			-			-
	HYDRANT FLOW TEST				-	Y		Incl.	B		Incl.
	RED PIPE AND FITTINGS				-	Y		4,980	B		4,980
					-			-			-
	AS-BUILT DRAWINGS				-	Y		Incl.	B		Incl.
	COORDINATION W/ FA INCL. FLOW & TAMPER SWITCHES				-	Y		Incl.	B		Incl.
					-			-			-
	3D BIM MODELING, CLASH DETECTION, & COORD. DWGS				-	Y		3,400	B		3,400
	SET SLEEVES AND/OR CUT HOLES FOR PENETRATIONS				-	Y		Incl.	B		Incl.
	FURNISH ACCESS PANELS AS NEEDED				-	Y		Incl.	B		Incl.
	PERMIT FEES				-	Y		Incl.	B		Incl.
					-			-			-
	WOMENS B111 AND MENS B112 RESTROOMS				-	N		Not Incl.	B		Not Incl.
	INSULATE PIPE AT BREEZEWAY				-	N		Not Incl.	B		Not Incl.
					-			-			-
	Wage Type										
	Small/Minority Business Type										
	Addenda ___ Through ___										
	SUBTOTAL				88,881	Y		39,084	Y		39,084
	Sales Tax	7.50%				N		Included Above	N		Included Above
	Sub/Vendor Bond	1.20%				Y	1.50%	469	Y		469
	TOTAL				$ 88,881			$ 39,553			$ 39,553
	Alternate "1"										
	Alternate "2"										
	Alternate "3"										
	Alternate "4"										

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COJ Riverfront Plaza Upland Work - Phase I

2 Independent Drive, Jacksonville, FL 32202, United States of America

Sent proposal revision #2: $39,084

Submitted Feb 6, 2024 at 9:13 AM EST

Sciens Building Solutions

2251 Rosselle St, Jacksonville, FL 32204, USA

Submitted on behalf of Sciens Building Solutions by Brent McMaster

Line Items

Description	Quantity	Unit Cost	Total Cost
PLEASE PROVIDE THE LISTED BREAKOUT PRICING			
Fire Protection			$30,704
ADDITIONAL ITEMS:			
Paint Pipe and Fittings Red			$4,980
3D BIM MODELING			$3,400
Base Bid			**$39,084**

Inclusions

100% CD Set Cafe Fire Protection Drawings Datec 03/13/2023	Yes
21 00 FIRE SUPPRESSION SYSTEM DESIGN:	
Perform Hydrant Flow Test	Yes
Signed and Sealed Calculations and Drawings	No
As-Built Drawings	Yes
Design to be done in 3D Program for use in coordination	Yes
21 10 WATER BASED FIRE SUPPRESSION SYSTEMS:	
Furnish and Install a Complete Wet Sprinkler System starting at 1'-0" Above Finished Floor	Yes
Remote FDC Connection	No
Extra Heads for Attic Stock per Specs	Yes
Subcontractor shall coordinate with fire alarm contractor for fire alarm devices including flow and tamper switches.	Yes
GENERAL:	
3D BIM Modeling, Clash Detection, and Coordination Drawings	No

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Fire Proofing Of Penetrations	Yes
Subcontractor is responsible to set sleeves and/or cut holes for penetrations through floors, walls, and roof	Yes
Furnish access panels as needed, installed by others	Yes
Layout for Concrete Equipment Pads, poured by others	No
Composite Clean-Up Crew	No
Fire Sprinkler Permit Fees	Yes

General Acknowledgments

PLEASE REVIEW AND ACKNOWLEDGE THE FOLLOWING GENERAL REQUIREMENTS:

All Bids shall remain valid for a minimum of 90 days from the date submitted.		Yes
Did Subcontractor review the schedule?		Yes
Do you have any comments or concerns with schedule?	None	
Please note your EMR Rate	See attached EMR	
All Subcontractors will be required to participate in Haskell's safety program "SafeMatters". There is a $40 fee per employee to register in this program. This shall be included in your proposal for each employee that will be working on the jobsite		Yes
Haskell's insurance requirements are noted in Section 10 of the Subcontract Terms and Conditions. Subcontractor has reviewed these requirements and confirms they can meet them as stated.		Yes
Subcontractor confirms they have reviewed the Haskell standard Contract Terms and Conditions and accepts them as written or has provided a list of requested changes with their proposal.		Yes
Haskell's Code of Safe Practices is included with the bid documents and is Haskell's standard safety requirements for all Subcontractors. Subcontractor confirms it has reviewed and accepts these terms as written or has provided a list of requested changes with their proposal.		Yes
Subcontractor has included and is responsible for all Sales and Use taxes for the project location		Yes

ADDENDA AND RFI:

Please confirm you received and reviewed RFI responses.

LEAD TIME:

Do any of your materials have long lead times?		No
Please specify lead times for materials, specifically long lead items	None	

INFLATION/ESCALATION:

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What inflation/escalation percentages are you carrying, if any? None

Bond Information

What is your bond rate? 1.50 %

Labor Rates

Please provide total labor hours for this project.

Please note hourly rates for your employees or crews on a separate attachment.

Certifications

Do you represent a certified JSEB (Jacksonville Small Emerging Business)? No

Disclaimers and Clarifications

SUBCONTRACTOR SHALL REVIEW AND INCORPORATE THE FOLLOWING BID REQUIREMENTS WITH THEIR PROPOSAL:

All Bids shall remain valid for a minimum of 90 days from the date submitted.

All bidders must complete the Haskell online Vendor Qualification Form. This will be required prior to any awards on the project and help us gauge the qualifications of bidders. To fill out this form, bidders must go to this website: http://www.haskell.com/subcontractors, and click on the link in the center of the page labeled "Vendor Management System".

A preliminary project schedule was provided with the bid documents. Subcontractor is responsible for reviewing this schedule and submitting a bid with the manpower and hours required to meet the schedule. If Subcontractor has any objections with the schedule, they shall clearly note these within their proposal.

Subcontractor shall furnish all necessary labor, insurance, materials, supervision, services, tools, equipment, transportation, hoisting, shop drawings, samples and all other services necessary to fully perform and complete the Work required by this Subcontract.

Subcontractor is responsible for all equipment necessary for hoisting and offloading material required for this scope of work as well as elevated access for their work.

Warranty period is one year for labor, materials, and equipment from the project substantial completion date, excluding any manufacturer warranties that may extend beyond this period. Warranties shall commence at Substantial Completion only, not delivery, start-up or other earlier dates.

Subcontractor is responsible for daily clean-up of their work. Daily clean up shall mean "broom clean" of the area(s) being worked, regardless of area size, and leaving area with materials, tools, and equipment neatly straightened/organized. All brooms, scoops, garbage transport containers, or other accessories, necessary for clean-up of this scope, are the responsibility of this scope. For failure to clean up daily or maintain housekeeping standards, Haskell will provide a 24 hour warning prior to backcharging Subcontractor for participation in composite clean-up crew or may employ cleaning services at Subcontractor's expense.

Additional Information

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COJ Riverfront Plaza Upland Work - Phase I

2 Independent Drive, Jacksonville, FL 32202, United States of America

Notes

Signing and sealing is not legal with an existing EOR.
Composite crew is not budgeted for us since we only have 2-man crew.
Add $3,400.00 for BIM to scope if required. Only includes 4 meetings.
$210.00 per hr for BIM meetings once we exceed 4 meetings.
No concrete pad layouts considered in this scope.
FDC is located at riser room at exterior wall per plan and included in price but if remote FDC is required this will be by others.

Attachments

- 6.) Safety Pre-Qualification (257 KB)
- Sciens Building Solutions R2 (180 KB)

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W.W. GAY
FIRE & INTEGRATED SYSTEMS, INC.

A DIVISION OF:
sciens
Building Solutions

2251 Rosselle Street, Jacksonville, FL 32204 • Phone 904-387-7973 • Fax 904-394-7261
2500 NE Terrace, Gainesville, FL 32609 • Phone 352-380-0317 • Fax 352-378-1454

https://sciensbuildingsolutions.com/

February 5, 2024

Attn: Tracy Haun
The Haskell Company
111 Riverside Ave
Jacksonville, Fl 32202

Revised 1-17-2023
2-05-2024

Re: Jacksonville Riverfront Plaza-Café Plaza
2 Independent Drive West
Jacksonville, Fl 32202

W. W. Gay Fire & Integrated Systems, Inc., a Division of Sciens Building Solutions, is pleased to provide pricing for the above referenced project.

Proposal based on 100% CD set Fire Protection Plans dated 3-13-2023.

- *Contractor to provide job schedule for review, and W.W. Gay Fire & Integrated System's approval prior to proceeding with the work. Price is subject to schedule approval.*
- *Our proposal, which includes scope of work, inclusions and exclusions must be included in the contract.*
- *Payment for services rendered is due within 30 days of the invoice date.*

Scope of Work:

Add new wet pipe sprinkler system for new Café building per fire protection contract drawings.

Inclusions

- Point of connection: shall begin at 1'-0" above finished floor.
- Install a new wet pipe sprinkler system throughout the new café.
- All material will be listed per UL Fire Protection Equipment Directory rated for 175 psi working pressure (U.N.O).
- Piping: per NFPA 13 requirements "UNPAINTED" schedule 10/40 black steel for overhead systems.
- Sprinkler heads: quick response, standard coverage, brass with chrome finish. Sprinkler heads will be upright in all unfinished areas and semi recessed in areas with finished ceilings per contract drawings.
- Shop drawings, hydraulic calculations and material submittal data.
- As-builts and final test reports.
- Labor, material, tools, fabrication, supervision, and testing.

W.W. GAY
FIRE & INTEGRATED SYSTEMS, INC.

A DIVISION OF:
sciens
Building Solutions

2251 Rosselle Street, Jacksonville, FL 32204 • Phone 904-387-7973 • Fax 904-394-7261
2500 NE Terrace, Gainesville, FL 32609 • Phone 352-380-0317 • Fax 352-378-1454

https://sciensbuildingsolutions.com/

- Daily normal floor cleaning to keep from damaging product.
- Permits, taxes, and inspections by AHJ.
- One year warranty from date of substantial completion. This warranty is made with the stipulation that the owner has performed maintenance and inspections required by NFPA 25.

Exclusions:

- Cutting, patching, painting, paint preparation, electric power wiring, or alarm and detection other than what is indicated in this proposal.
- Multiple phases or mobilizations.
- Heat trace of insulated pipe.
- Addition of sprinkler heads and main pipe to supply Men's Restroom B112 and Women's B111 Restroom.
- Insulation of exposed pipe from main café building to restrooms.
- Removal, relocation or rearrangement of existing equipment, furniture, or product.
- Protection above or below new or existing HVAC duct or equipment not indicated on the contract documents.
- Relocation or addition any heads other than shown on contract fire protection drawings.
- Composite cleaning.
- 3D BIM modeling design coordination.
- Textura Construction Payment system.
- After hours/ premium labor.
- Fire watch or independent fire watch for contract and non-contractual area.
- Fees for AutoCAD drawing files.
- Removal, relocation, or replacement of existing main or branch line piping to accommodate other trades without an approved change order prior to starting work.
- Hose valves, hose valve cabinets, extinguishers, extinguisher cabinets or access panels.
- Fire protection system engineering documents signed and sealed by fire protection engineer of record.

Clarifications:

- Sprinkler coverage for this proposal is adequate based on minimum coverage requirements and once the reflective ceiling plan is available more heads may be required to be added due to obstructions in the ceiling plan.
- This proposal assumes that the water supply available is adequate for the system design. If it is deemed insufficient during the design process, we will notify the owner and propose a means and cost to rectify the deficiency.
- The bid is based on working Monday-Friday, eight hours per day. Shift work or night/weekend work is not included unless specifically indicated in this proposal.

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- Corrosion of automatic fire sprinkler systems is a naturally occurring phenomenon. Factors contributing to corrosion include trapped air, water quality, type of piping material, environment, and maintenance procedures. In certain situations, accelerated corrosion can occur due to one or more of these factors. WW Gay Fire Protection, Inc. cannot warrant that the systems proposed will not experience accelerated corrosion due to any of the fore mentioned factors.
- As per NFPA requirements, the owner is required to notify the installation contractor if conditions exist that would lead to (MIC) Microbiological Influenced Corrosion.
- This scope shall be incorporated into, and part of, any contractual agreement upon award of the above referenced project.
- This bid is based on standard AIA contract conditions. Monthly progress billings will be submitted for the duration of the project.

The base price for the above scope is a cost of $30,704.00.

Add an alternate for painting of exposed pipe for a cost of $4,980.00.
Add an alternate for seismic bracing for a cost of $4,755.00.

We appreciate the opportunity to provide this proposal. If you have any questions or wish for additional information, please contact us at (904) 509-6782.

W.W. Gay Fire & Integrated Systems, Inc.

Mike Bishop

Estimating Manager

W.W. GAY
FIRE & INTEGRATED SYSTEMS, INC.

A DIVISION OF
sciens
Building Solutions

NOTE: Late charges of 1.5% will be assessed monthly and any legal/attorney fees will be charged for all late payments. W.W. Gay may withdraw this proposal if not accepted within 30 days or revise proposal to meet current pricing of material due to unforeseen escalation cost.

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Scope:	13 31 SHADE STRUCTURES	Company:	USA Shade & Fabric Structures
Job No:	4400661	Contact:	Steven Caporini (Cap)
Project:	COJ Riverfront Plaza Upland Work Phase I - Early Procurement	Phone:	(678) 575-3543
Estimator:	BMM	Email:	Stephen.Caporini@USA-Shade.com
Bid Date:	1/16/24 2:00 PM	Lead Times:	16-18 WEEKS
		Quote Good for #days?:	
Scope Notes:		Notes:	SUPPLY & INSTALL
		Bid Total :	$214,255
			$212,185

HASKELL

Spec	Description	Haskell Quantity	UM	Haskell Estimate U.P.	Haskell Estimate Total Price	A	A U.P.	A Total Price	CARRY	CARRY U.P.	CARRY Total Price
	BASE BID				-			211,714	A		211,714
	MATERIAL								A		
133100.01	S-1 FABRIC STRUCTURES-SHADE SAIL STRUCTURES	1	LS	40,627.07	40,627	Y		Incl.	A		Incl.
133100.01	S-2 FABRIC STRUCTURES-SHADE SAIL STRUCTURES	1	LS	20,711.29	20,711	Y		Incl.	A		Incl.
133100.01	S-3 FABRIC STRUCTURES-SHADE SAIL STRUCTURES	1	LS	48,507.65	48,508	Y		Incl.	A		Incl.
133100.01	S-4 FABRIC STRUCTURES-SHADE SAIL STRUCTURES	1	LS	50,571.47	50,571	Y		Incl.	A		Incl.
133100.01	S-5 FABRIC STRUCTURES-SHADE SAIL STRUCTURES	1	LS	34,179.64	34,180	Y		Incl.	A		Incl.
133100.01	ENGINEERING	1	LS	5,000.00	5,000	Y		Incl.	A		Incl.
133100.01	FREIGHT	1	LS	-	Incl.	Y		Incl.	A		Incl.
133100.01	SALES TAX	1	LS	12,588.00	12,588	Y		Incl.	A		Incl.
					-			-			-
133100.01	INSTALLATION	1	LS	-	Incl.	Y		Incl.	A		Incl.
133100.01	CONCRETE FOUNDATIONS	1	LS	-	Not Incl.	N		Not Incl.	A		Not Incl.
					-			-			-
	Wage Type										
	Small/Minority Business Type										
	Addenda ___ Through ___										
	SUBTOTAL				212,185	Y		211,714	Y		211,714
	Sales Tax	7.50%				N		Included Above	N		Included Above
	Sub/Vendor Bond	1.20%				Y		2,541	Y		2,541
	TOTAL				$ 212,185			$ 214,255			$ 214,255
	Alternate "1"										
	Alternate "2"										
	Alternate "3"										
	Alternate "4"										

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USASHADE
& Fabric Structures.

Jacksonville Riverfront Plaza

1/16/2024

Pricing valid for 15 days

Proposal Prepared For:

Haskell

111 Riverside Ave.
Jacksonville, FL 32202

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

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USASHADE
& Fabric Structures.

Date: 1/16/2024

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Haskell	Contact:	Bill Huber	Sales Rep:	Steve Caporini
Project Name:	Jacksonville Riverfront Plaza	Phone:	843.509.5485	Phone:	678.575.3543
Quote No:		Email:	Wilmer.Huber@haskell.com	Email:	stephen.caporini@usa-shade.c
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Haskell				Jacksonville Riverfront Plaza	
111 Riverside Ave.		#N/A			
Jacksonville		#N/A			
FL		CA			
32202		#N/A			
Contact:		Contact:		Contact:	
Phone		Phone		Phone	
Email:		Email:		Email:	
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:
P.O. Box 3467
Coppel, TX 75019

REMITTANCE ADDRESS:
P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:
927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:
2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:
6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

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Structure Pricing

Structure 1

UNIT IMAGE

PERSPECTIVE VIEW 1

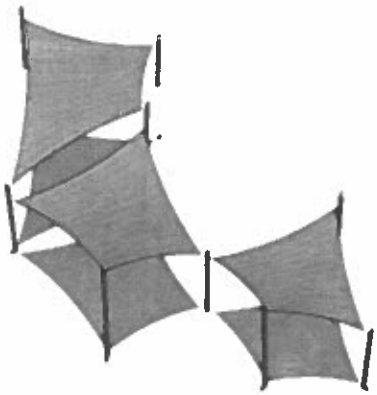
PRICE

UNIT DETAILS

Unit Quantity:	1	Foundations By	General Contractor
Unit Type:	Custom 2/3	Grout Installation	General Contractor
Structure Size:	per plan	Footing Type:	Spread Footing
USA Shade Model Number	Custom 2/3	Base Attachment:	Recessed Base Plate
Entry Height:	per plan	Anchor Bolts:	Not Included
No of Columns:	5	Concrete Cutting:	Not Included
No of Fabric Tops:	2	Dirt Removal:	Included
Fabric Type:	Commercial_95	Surface Type:	Dirt
Fabric Color:	TBD	NOTES	
Steel Finish:	Hot Dip Galv w/ Powder Coating		
Steel Color:	TBD		
Electrical Provisions:	0		
Cable/HDW Finish:	Stainless Steel		
Concept No:	CON-APR-080-22(1000)		

Structure 2

UNIT IMAGE



PERSPECTIVE VIEW 1

PRICE

UNIT DETAILS

Unit Quantity:	1	Foundations By	General Contractor
Unit Type:	Custom 2/3	Grout Installation	General Contractor
Structure Size:	per plan	Footing Type:	Spread Footing
USA Shade Model Number	Custom 2/3	Base Attachment:	Recessed Base Plate
Entry Height:	per plan	Anchor Bolts:	Not Included
No of Columns:	9	Concrete Cutting:	Not Included
No of Fabric Tops:	3	Dirt Removal:	Not Included
Fabric Type:	Commercial_95	Surface Type:	Dirt
Fabric Color:	TBD	NOTES	
Steel Finish:	Hot Dip Galv w/ Powder Coating		
Steel Color:	TBD		
Electrical Provisions:	0		

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Structure Pricing

	Cable/HDW Finish:	Stainless Steel
	Concept No:	CON-APR-080-22(1001)

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ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICINGTOTALS:	
Unit Total	**Included**
Accessories/Miscellaneous	
Shipping/Handling	**Included**
SUBTOTAL	
Sales Tax (7%)	**Included**
Engineering	**Included**
Installation	**Included**
TOTAL PRICE	**$211,713.98**

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	50%
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	

NOTES:

Pricing Terms above subject to credit approval

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 15 days to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	FBC 2020	**USA Shade will require CAD file location of footer anchor points prior to fabrication.**
Wind Load	125	
Snow Load	5	
Drawing Size	Electronic	
No. of Sealed Drawings	1	
Calculations Required		

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
☑	☐	Sealed Drawings & Calculations	☐	☑	Prevailing Wage / Certified Payroll
☐	☑	Permit Submittal	☐	☑	Union Wages
☐	☑	Permit Fee	☐	☑	Fencing
☐	☑	DSA Submittal & Fees	☐	☑	water and Electrical
☑	☐	Design and Engineering of Structure	☐	☑	Landscape Repair
☐	☑	Design and Engineering of Foundation	☐	☑	Demolition (Existing Structures)
☑	☐	Reactions and Loads for attachment to Walls, Rooftops, or Other	☐	☑	Payment and Performance Bonds
☐	☑	Foundation Location and Elevation Survey	☐	☑	Special Inspection Fees

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Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

6) Barricades and public security requirements are not included.

7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

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4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction during normal course of construction.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

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12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Coloursharde® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated warranty;
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.

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General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

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& Fabric Structures.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.

- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser**: Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement: No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING $100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:	**SELLER:**
Haskell	**Shade Structures, Inc. DBA USA Shade**
Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

NOTE: All purchase orders and contracts should be drafted in the name of
Shade Structures, Inc.

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Mechling Engineering & Consulting, Inc.

1714 Belmonte Avenue
Jacksonville, FL 32207

phone 904.346.5468

January 17, 2024

Mr. Brent McMaster
Haskell
111 Riverside Avenue
Jacksonville, Florida 32202

RE: Proposal for Environmental Consulting Services
COJ Riverfront Park, Upland Western Portion of Site
Jacksonville, Florida

Dear Mr. McMaster:

Mechling Engineering & Consulting, Inc. is pleased to provide this proposal to perform environmental consulting services associated with dewatering within the Upland Western Portion of Site.

Project Understanding

We understand that Haskell is engaged in the construction of the Jacksonville Riverfront Plaza as detailed in the Project Manual from Perkins & Will dated March 15, 2023. The proposed construction will likely require dewatering within the upload portions of the site. Based on review of a prior geotechnical investigation of the site, buried debris (brick and concrete fragments) are located within proposed work areas. An evaluation of the soil and groundwater quality within the proposed work area has been requested to determine whether produced groundwater will require disposal permitting and whether soils that will leave the site will require disposal at a permitted facility. This proposal includes our proposed scope of work and cost estimate to provide the noted services.

Proposed Scope of Work

The purpose of the proposed scope of work is to: 1) identify areas of suspected soil and/or groundwater contamination by review of publicly-available records and project reports made available by Haskell; 2) sample and analyze soils to provide construction recommendations for containing and disposing of contaminated soils, if present; and 3) sample and analyze groundwater per JEA's and FDEP's produced groundwater discharge requirements.

To complete the scope of work, we propose the following:

Task 1 – Review FDEP's Oculus database to identify potential areas of soil and/or groundwater contamination and the likely contaminants within the work area. Additionally, project reports made available to us by Haskell will also be reviewed for information pertinent to our investigation.

Task 2 – Based on our prior experience in the downtown area, we propose to install and sample co-located soil borings and temporary groundwater monitoring wells at four locations spatially distributed within the work area. See attached *Figure 1* for the approximate soil boring/well locations and our understanding of the work area.

One soil sample will be collected from the unsaturated zone at each boring location and submitted to a laboratory certified by the State of Florida for analysis of VOCs by EPA Method 8260, SVOCs by EPA Method 8270, TRPH by the Florida Pro Method, 8 RCRA Metals, and TCLP 8 RCRA Metals.

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Monitoring wells will be installed using a direct push drilling rig, constructed with a 10-foot long slotted screens that intercepts the groundwater table with a filter pack of 30/65 fine sand and fitted with a locking cap. The monitoring wells will be developed until a clear discharge is noted prior to sampling. Soil cuttings and purged groundwater will be spread at the location of the borings and wells.

Groundwater samples will be collected per DEP SOP FS 2200, properly preserved, and submitted to a laboratory certified by the State of Florida for analysis of VOCs by EPA Method 8260, SVOCs by EPA Method 8270, TRPH by the Florida Pro Method, antimony, cadmium, chromium (total and hexavalent), copper, cyanide, lead, low level mercury, molybdenum, nickel, silver, zinc, and hardness. Turbidity and pH will be measured in the field. Filtered samples of groundwater will also be collected for metals analysis.

Task 3 – Reporting. Upon receipt of analytical laboratory results, we will prepare a letter report describing the investigation methodology and findings. If impacted soils and/or groundwater are documented, our report will provide construction recommendations for containing and disposing of contaminated soils and options for appropriate approaches (and permitting requirements) for discharge of produced groundwater.

Task 4 – Permitting of Discharge of Produced Groundwater. The appropriate approach to permitting the discharge of produced groundwater will be dependent upon the results of groundwater analytical laboratory results. There are several options:

- If none of the analytical results exceed Florida's surface water quality criteria, then preparation and submittal of FDEP's *Notice of Intent to Use the Generic Permit for Discharge of Groundwater from Dewatering Operations* will authorize discharge of produced groundwater to the St. Johns River (provided turbidity requirements are met). The *Notice of Intent* must be submitted to FDEP at least 14 days prior to planned commencement of discharge.
- If, however, analytical results exceed Florida's surface water quality criteria, then one of other several options will be required to authorize the discharge. The specific contaminants and their respective concentrations will dictate the proper approach. One or more of these approaches may be appropriate:
  - On-site discharge. If dewatering will be short-term and produce minimal discharge, groundwater may be discharged to the land surface for onsite percolation to the shallow aquifer with prior FDEP approval. FDEP will require submittal of dewatering design information and the groundwater investigation results prior to authorization.
  - If dewatering will be short-term and / or produce minimal discharge, the use of mobile tanks that can be brought to the site, then filled and transported to one of several Jacksonville water disposal facilities is likely the best approach. No permit is required for this approach since the disposal facility is required to permit the discharge of the water after it is treated. There will be a fee for transportation and disposal.
  - Depending upon the anticipated discharge volume and the volume and the contaminant concentrations, discharge to JEA sanitary sewer may be an option. This option requires preparation of volume calculations and submittal and approval of JEA's Groundwater Discharge Permit Application. JEA will charge by the volume of groundwater discharged to its system.
  - If petroleum contamination, and only petroleum contamination, is detected in groundwater, the permit for use of FDEP's *NPDES Generic Permit for Discharges from Petroleum Contaminated Sites* is an option to authorize the discharge. This approach would also require a Remedial Action Plan as well.

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- If none of these options are possible based on the contaminant concentrations, the FDEP's "individual" permit for Industrial Wastewater Facilities is an option. This option requires the most design and is the most time-consuming and expensive option.

Assumptions

- This proposal includes only the Upland Western Portion of the Site.
- If, based on the results of Task 1, it is determined that additional sampling locations or laboratory analyses are required, we will submit a separate proposal for the additional services.
- All borings and monitoring wells can be placed in grassy areas.
- Mechling Engineering & Consulting, Inc. is not responsible for project delays outside of our control.
- Haskell will provide the subsurface utility location report for our review prior to mobilization of drill crews to the site.
- Mechling Engineering & Consulting, Inc. will contact Sunshine State One Call to request utility locates. Mechling Engineering & Consulting, Inc. will utilize the findings of the Haskell-provided subsurface utility location report and Sunshine State One Call locates to offset borings/monitoring wells away from utilities, if required.
- The soil and groundwater samples will be submitted to the laboratory for a standard 5-to-7-day turnaround time. If rush analysis is needed, and is available, additional costs will apply.
- Waste media (soil and groundwater) disposal costs are not included in this proposal. If disposal is required based on the analytical laboratory results, we will submit a separate proposal for waste characterization, transport, and disposal.
- The scope of services and cost estimate do not include any work not explicitly stated herein.

Cost Estimate Potential Elements

- Completion of Tasks 1-3 above. Our estimated fee to complete the scope of work for Tasks 1-3 is $24,500.
- Completion of Task 4 above. This cost can vary greatly depending upon the findings of the groundwater investigation and the permit option selected. We recommend budgeting $20,000 as a worst-case cost scenario for permitting. This applies to any of the options except the "individual" Industrial Wastewater Facilities option.
- Fees typically associated with contractors, and transportation and disposal of contaminated groundwater:
    - Installation of dewatering system. (I believe you have received cost estimates from others.)
    - Cost to transport and dispose produced groundwater if taken to a treatment and disposal facility. Based on our experience, rental of tank and transportation and disposal to an off-site facility will cost on the order of $0.70-$1.00/gallon (or $7,000-$10,000 for every 10,000-gallon tank transported for disposal).

Meetings and minor services (up to 10 percent of our estimated fee) additional to those specified here will be invoiced at our standard unit fees plus any expenses. If substantial changes to the scope of work identified here are requested (greater than 10 percent of our estimated fee) we will provide a proposal for the additional services.

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Please provide a Haskell Purchase Order to authorize the noted services.

Schedule

We are prepared to schedule field work for Tasks 1-3 upon your authorization. We anticipate driller availability within two weeks of authorization and one week after mobilization to the site to complete the field work. We estimate three weeks will be required for laboratory analysis. Our report will be prepared for your review within two weeks of receipt of laboratory data.

We will contact you immediately if, during our field work, we encounter any evidence of potential hazardous substance contamination that appears to constitute a health and safety danger.

Closing

We appreciate the opportunity to provide this proposal to provide the noted services for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact us at (904) 346-5468 or using the emails below.

Sincerely,

Mechling Engineering & Consulting, Inc.

Killian Eckert, P.E.
Senior Engineer
keckert@mechlingeng.com

Mark Mechling, P.E.
Principal
mmechling@mechlingeng.com

Attachment
Figure 1

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FIGURES

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Figure 1 - Proposed Soil Boring and Temporary Well Installation Locations

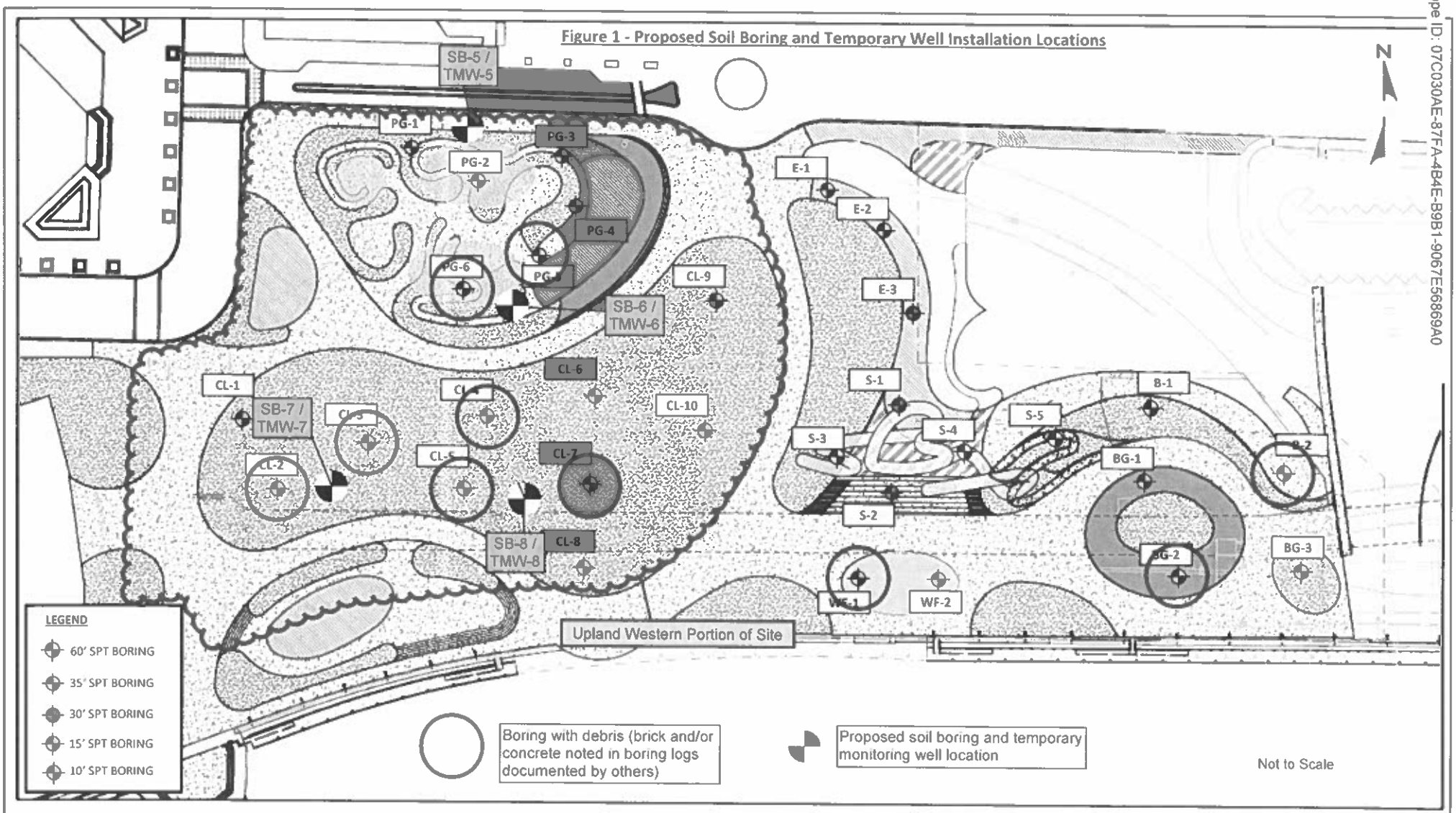

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Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
Jacksonville Riverfront Plaza CMAR

PART I - GENERAL	
1. Project - Jacksonville Riverfront Plaza	**2. Project Number**
3. Name of Consultant Acuity Design Group	**4. Date of Proposal** 1/17/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Lead Public Involvment Officer/Project Ma	$ 70.00	150	$ 10,500.00	
Outreach Specialist	$ 45.00	170	$ 7,650.00	
Marketing/Graphic Design	$ 60.00	60	$ 3,600.00	
Adminsitrative Support	$ 35.00	50	$ 1,750.00	
			TOTAL DIRECT LABOR	**$ 23,500.00**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 150.00%				$ 35,250.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 58,750.00**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 5,875.00
			SUB-TOTAL SALARY RELATED COSTS	**$ 64,625.00**

PART III - OTHER COSTS		
9. MISCELLANEOUS DIRECT COSTS Misc. Direct Expenses (Lump Sum)	5,000.00	$ 5,000.00
	MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 5,000.00**
10. SUBCONTRACTS (Lump Sum)		
	SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 69,625.00**

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Strategies:

1. **Public Awareness Campaigns**: Utilize various media platforms to raise awareness about the park's development, features, and community benefits.
2. **Community Engagement Events**: Host public forums, workshops, and interactive events to involve local residents in the park's planning and development stages.
3. **Digital Presence**: Develop a strong online presence through a dedicated website, social media channels, and regular updates.
4. **Stakeholder Meetings**: Regularly meet with key stakeholders to gather feedback and provide updates.
5. **Media Relations**: Engage with local and regional media to secure coverage of the park's progress and events.

Methodology:

- **Targeted Messaging**: Tailor messages for different demographic groups and stakeholders.
- **Feedback Mechanisms**: Implement online surveys, suggestion boxes, and other feedback tools.
- **Consistent Updates**: Provide regular updates to maintain transparency and build trust.
- **Visual Storytelling**: Use visuals like renderings, videos, and infographics to showcase the park's development.

Approach:

- **Inclusive Participation**: Encourage diverse community involvement in all stages.
- **Transparency and Accountability**: Clearly communicate goals, progress, and challenges.
- **Cultural Sensitivity**: Respect and incorporate local culture and history in communications.
- **Sustainability Focus**: Highlight eco-friendly aspects and sustainable practices in park development.

Proposed Stakeholders:

1. **Local Residents**: Particularly those living in proximity to the Riverfront Plaza.
2. **City Officials**: Including the Mayor's office, city council members, and relevant municipal departments.
3. **Business Community**: Local businesses and chambers of commerce.
4. **Environmental Groups**: Organizations focused on sustainability and ecological preservation.
5. **Educational Institutions**: Schools and universities for potential educational partnerships.
6. **Cultural Organizations**: Local arts and cultural entities.
7. **Tourism Boards**: To promote the park as a tourist attraction.
8. **Media Outlets**: Local newspapers, TV stations, and online news platforms.
9. **Youth Groups**: To engage younger generations.
10. **Historical Societies**: To ensure the park's development respects and incorporates local history.

Strategies:

1. **Public Awareness Campaigns**:
    - Utilize local TV, radio, print media, and online platforms.

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- Develop a series of informational and promotional materials like brochures, posters, and flyers.
- Create a consistent brand image and message for the park.

2. **Community Engagement Events**:
   - Schedule town hall meetings, local workshops, and participatory planning sessions.
   - Organize family-friendly events at the park site to build excitement.
   - Facilitate interactive displays or models of the park for community feedback.
3. **Digital Presence**:
   - Create an interactive, user-friendly website dedicated to the park's development.
   - Regularly update social media platforms with progress photos, event announcements, and engagement opportunities.
   - Use email newsletters to keep subscribers informed.
4. **Stakeholder Meetings**:
   - Organize quarterly meetings with stakeholders to discuss progress, challenges, and feedback.
   - Use these meetings to align park development with community and stakeholder needs.
5. **Media Relations**:
   - Develop press releases and media kits to distribute to local and regional news outlets.
   - Host media days at the park site to encourage coverage of key milestones.

Methodology:

1. **Targeted Messaging**:
   - Develop specific messaging strategies for different community groups, ensuring relevance and engagement.
   - Use local languages or dialects where appropriate to enhance connection.
2. **Feedback Mechanisms**:
   - Implement user-friendly online surveys and feedback forms.
   - Set up physical suggestion boxes in community centers and libraries.
3. **Consistent Updates**:
   - Schedule monthly updates through various channels to keep the community informed.
   - Use infographics to convey progress in an easily digestible format.
4. **Visual Storytelling**:
   - Utilize drone footage to show construction progress.
   - Create virtual tours of the planned park.

Approach:

1. **Inclusive Participation**:
   - Ensure representation from diverse community groups in all engagement activities.
   - Facilitate accessibility in all events and online platforms for people with disabilities.
2. **Transparency and Accountability**:
   - Publish regular reports detailing progress, budget use, and addressing any challenges.
   - Hold public Q&A sessions for direct community feedback.
3. **Cultural Sensitivity**:
   - Integrate local historical and cultural elements into park design and communication materials.
   - Collaborate with local historians and cultural experts.

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4. **Sustainability Focus**:
    - Emphasize sustainable practices in construction and maintenance.
    - Educate the public on the ecological benefits of the park.

Proposed Stakeholders:

- **Local Residents**: Engage through local community groups, homeowner associations.
- **City Officials**: Coordinate with urban planning, parks and recreation, and environmental departments.
- **Business Community**: Partner for sponsorships, events, and promotions.
- **Environmental Groups**: Collaborate on eco-friendly initiatives and educational programs.
- **Educational Institutions**: Develop educational programs and internships related to the park.
- **Cultural Organizations**: Feature local art and cultural events in the park.
- **Tourism Boards**: Coordinate to include the park in city tourism promotions.
- **Media Outlets**: Engage for regular feature stories and updates.
- **Youth Groups**: Develop programs and activities for youth engagement.
- **Historical Societies**: Ensure the park's design respects local history.

3

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID- FROM DATE OF EXECUTED CONTRACT THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to amend the agreement with The Haskell Company to incorporate the attached scope and fee summary, Exhibit C, to provide 100% construction services for the Riverfront Plaza Marine Work. Amendment 1 is to increase the GMP by $16,453,813.00, which includes $429,157.00 in contingency and bonds, resulting in a new GMP amount of $17,328,792.82. Scope of work will be from date of executed contract through completion of construction.

Funding Source: 32124.153101.565051.009031.00000000.00000.0000000 - To be executed by formal contract through Office of General Counsel and encumbered via PO.

ATTACHMENTS: Recommendation Memo, Exhibit C, Scoring Matrix, Evaluation Criteria, Previous Awards

ANALYST: Benjamin Kemp
BENJAMIN KEMP

RESPECTFULLY SUBMITTED:
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 12/14/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 12/15/2023

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS - PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID- FROM DATE OF EXECUTED CONTRACT THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City of Jacksonville entered into negotiations with The Haskell Company Construction Manager at Risk Services for the River Front Plaza Park Improvements.

Recommend approval of award to The Haskell Company Construction Manager at Risk Services. The guaranteed maximum price not-to-exceed $874,979.82. Exhibit B.1 and B 2 incorporate the contract rate schedule. Scope of work will be from date of executed contract through completion of construction.

Funding Source: 32124.153101.565051.009031.00000000.00000.0000000 - To be executed by formal contract through Office of General Counsel and encumbered via PO.

ATTACHMENTS: Recommendation Memo, Exhibit(s) (A.1, A.2, B.1, B.2), Scoring Matrix, Evaluation Criteria, Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 11/16/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 11/17/2023

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION DESIGN BID

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review of the oral interview of proposals submitted for the subject RFP and recommends approval to enter into negotiation with The Haskell Company for the Construction Manager at Risk Services for River Front Plaza Park. The ranking of first and second designates the order of qualification of these firms

Firm	Average Score	Ranking
Perry McCall	101 25	2
The Haskell Company	105 50	1

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award, Scoring Sheet, Evaluation Criteria, Tab Sheet

ANALYST: Benjamin Kemp **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 9/28/23

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/2/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review of the proposals submitted for the subject RFP and recommends approval to move forward with oral interviews with the two responsive responding firms listed below in alphabetical order The ranking of first and second designates the order of qualification of these firms.

Firm	Average Score	Ranking
Perry McCall	89.25	2
The Haskell Company	92.00	1

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award

ANALYST: _____ DAVID KLAGES **RESPECTFULLY SUBMITTED:** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE. 8/24/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 9/29/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No. 2023-02

SUBJECT: CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES – PRECONSTRUCTION AND CONSTRUCTION SERVICES – RIVERFRONT PLAZA IMPROVEMENTS PARK & BULKHEAD

BID #: CDB-0091-23 OPEN DATE: 7/12/23

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: 52 NUMBER RECEIVED: 2 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City had previously issued this RFQ and received two (2) proposals. In accordance with Section 126.701 (a) (2) of the Procurement Manual, it will not be advantageous to resolicit this bid. Request to move forward to evaluate proposals from Haskell Company and Perry McCall.

Attachments: Recommendation Memo, Tabulation, and Evaluation Criteria

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 7/27/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/29/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION Karen E. Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
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