Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Northbank Lawn/Riverfront Plaza Design Services - P-01-21

Requested Action/Authority:

Recommend approval to incorporate the attached Scope of Services, Exhibit A-4 and Fee Summary, Exhibit B-4 to increase the lump sum fee for Design Services by $21,781.60 to a new limit of $2,443,201.00.

Justification/Explanation:

Additional services are needed to address the separate permits required for some of the design elements and for design modifications requested by DIA.

Legal Contract #:	71513-22	Contract Date:	01/13/2022	Change Order/AMD #:	Amendment #4	
PO/Release #:	634200-22	Bid Date:	03/03/2021	Awarded Supplier:	Perkins & Will Architects, Inc.	
Licenses Verified:	N/A	Effective Date:	08/22/2024	Basis of Award:	N/A	
Federally Funded:	N/A	No. Invited:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	N/A - P-01 - 21			Procurement Contract #:	POA - 71513-22	
Executed By:	Office of General Counsel					

PoP:Base:	Project Completion	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	32111	Center:	153101	Acct:	565050	Proj:	009031	Activity:	00000000	$	21,781.60
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 2,443,201.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	PWGM:R-O-W_AND_STORMWATER_MAINTENANCE			
Concurrence:	DocuSigned by: Sheldon D. Gibbs, P.E. 843DE27A46A74CA...	Title:	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	8/14/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	8/14/2024
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E820995264D4AE...	Chief of Procurement:	DocuSigned by: B19F1D517352456...
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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EXHIBIT A-4

Perkins&Will

Date: 8.6.24

To: Jonathan Page

From: Micah Lipscomb

Re: Riverfront Plaza Change Order #4

Riverfront Plaza Change Order #4

This proposal outlines a contract amendment to the North Lawn/Riverfront Plaza contract #71513-22 between The City of Jacksonville and Perkins&Will. The following additive changes are outlined below.

Scope of work

After the building department approved the permit for the project, they notified the design team that several items were not included in the permit and separate permits were required. The following elements are to be permitted separately:

1) Playground equipment and shade sails
2) Pedestrian bridge
3) Splash pad

This change order proposal covers the work for Perkins&Will and TYLin to separate the project documents into separate packages for review by the city, submit the packages through the city's system, and address any comments that the city has.

In addition, the following scope items are included in this proposal:

- Revisions to the electrical/AV package to coordinate with improvements requested by DIA to provide speakers throughout the park area. These plans were documented in Addendum 5 issued by Ohmega on 7.1.24. Changes included conduit plans, specification of audio rack IT and power supply in the café building, audio trench detail, and speaker mounts added to the schedule and added column and information to assist in ordering.
- Perkins&Will participation in calls related to the A/V changes
- Project management services related to the above changes.

Fees

1315 Peachtree Street NE
Atlanta, Georgia 30309

www.perkinswill.com

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Date: 8.6.2024

Re: Riverfront Plaza Change Order #4

Refer to Exhibit A for the hourly rate tables and proposals from consultants.

The proposed additional service fee (Lump Sum) is $21,781.60.

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EXHIBIT B-4

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL	
1. Project Jacksonville Riverfront Plaza	2. Proposal Number
3. Name of Consultant Perkins&Will	4. Date of Proposal 08/06/24

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Architect	$101.00	0.00	$0.00	
Principal Landscape Architect	$101.00	0.00	$0.00	
Project Architect	$54.00	24.00	$1,296.00	
Project Manager	$56.00	23.00	$1,288.00	
Sr. Landscape Architect	$56.00	0.00	$0.00	
Landscape Architect	$40.00	0.00	$0.00	
Landscape Designer	$33.00	0.00	$0.00	
Graphic Designer	$33.00	0.00	$0.00	
TOTAL DIRECT LABOR		47	Hours	$2,584.00
6. Overhead (Combined Fringe Benefit & Administrative)			175.00%	$4,522.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$7,106.00
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$710.60

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs	0	
Transportation & Shipping	$0.00	
Original Reproducibles	$0.00	
Reproducibles	$0.00	
Other	$0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$0.00
10. SUBCONTRACTS		
TyLin (Silman)		$6,165.00
Ohmega		$7,800.00
SUB-CONTRACT SUB-TOTAL	$13,965.00	$13,965.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$21,781.60
11. REIMBURSABLE COSTS (Limiting Amount)		
SUB-TOTAL REIMBURSABLES		$0.00

PART IV - SUMMARY	
TOTAL AMOUNT OF AMENDMENT #4 (Lump Sum) (Items 5, 6, 8, 9, 10 and 11)	**$21,781.60**
12. PRIOR CONTRACT AMOUNT (Through Amendment #3)	$2,421,419.40
AMENDED AMOUNT OF CONTRACT	**$2,443,201.00**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-4

OHMEGA
The Ohmega Group, INC | Be Brilliant.

25 N. Market Street | Suite 300A
Jacksonville, Florida 32202
T | 904 807 6512

August 6, 2024

Mr. Micah Lipscomb
Sr. Landscape Arch, Senior Associate
Perkins & Will
806 Douglas Road, Suite 300
Coral Gables, FL 33134

Jacksonville Riverfront Plaza Park
Jacksonville, Florida
Proposal for Electrical Engineering Consulting Services – Additional Services

Dear Micah,

In accordance with **Section IV** of the original Fee Proposal dated November 4, 2021, an additional services fee will be required to revise the electrical drawings to accommodate additional work scopes in accordance with your email dated 7/31/24.

1. Provide additional electrical design as required to coordinate with the Friendship Fountain & Times Union Performing Arts Center video projects (by others).
2. Provide additional electrical design as required to incorporate audio loudspeakers and associated infrastructure throughout the park.

Any required work not covered under the Scope of Work is not covered in this Proposal. All Additional Services incurred as a result of Client changes will be charged on an hourly basis not to exceed those indicated in the table below. Additional Services will not be performed by **OHMEGA** without prior written authorization from the Client.

OHMEGA proposes to furnish the aforementioned additional professional consulting services in accordance with the above conditions for the following sums:

- Additional Services - Seven Thousand Eight Hundred Dollars (US$7,800)

Mark A. Morley, PE, RCDD
President

This is your authorization for **OHMEGA** to complete the Scope of Work as outlined above according to conditions of this Proposal.

Oh
Be Brilliant.

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

PART I - GENERAL	
1. Project - COJ Jacksonville Riverfront Park - Additional Services	**2. Project Number** 2024-42
3. Name of Consultant The Ohmega Group, Inc.	**4. Date of Proposal** 8/6/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer / Director	$ 110.12	0	$ 0.00	
Senior Project Manager	$ 64.58	0	$ 0.00	
Senior Project Engineer	$ 53.81	0	$ 0.00	
Project Engineer	$ 43.05	0	$ 0.00	
Senior Designer	$ 34.62	74	$ 2,578.51	
Designer/Sr. CADD Technician	$ 26.00	0	$ 0.00	
Office Manager	$ 26.57	0	$ 0.00	
Clerical	$ 19.18	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 2,578.51**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 4,512.40
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 7,090.91**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 709.09
			SUB-TOTAL SALARY RELATED COSTS	**$ 7,800.00**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS				
Misc. Direct Expenses (Lump Sum)		0	1,500.00	$ -
			MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ -**
10. SUBCONTRACTS (Lump Sum)				
				$ -
				$ -
				$ -
			SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 7,800.00**

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EXHIBIT B-4

TYLin

August 02, 2024

Micah Lipscomb
Senior Landscape Architect / Senior Associate
Perkins + Will
1315 Pecahtree St NE
Atlanta, GA 30309

RE: Jacksonville Waterfront Plaza
Jacksonville, FL
Request for Additional Services, TYLin Project 3010.0100032.000

Dear Micah,

We have been asked to provide the following services that are in addition to our original Agreement with Perkins + Will regarding Jacksonville Waterfront Plaza, dated January 13, 2022. Additional services are based on e-mail and phone correspondence between Micah Lipscomb of Perkins + Will and Colin G. Doyle of TYLin | Silman Structural Solution. Additional engineering services are as follows:

In order to satisfy the City of Jacksonville Building Department requirements, Silman has been asked to create three additional structural permit drawings to document the site structures adjacent to and supported on the Café building and originally permitted and documented on the drawings dated January 31, 2024. Permit packages are to include the overall structural site plan (S01-10) phased for each of the following discrete elements and supporting narratives referencing the appropriate details and supporting drawings in the base structural permit drawings. The packages to be provided as follows:

- Package 1: Pedestrian Bridge
- Package 2: Playground Equipment and Shad Structures
- Package 3: Splash Pad

Silman's scope of work does not include any redesign effort to foundations or details based on additional owner/architectural requested changes, modifications to the base or building code referenced on the original permit documents.

Fee
TYLin | Silman Structural Solutions offers the above defined addition services for lump sum fees of **$6,165**.

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Exhibit B - Page 1 of 1
CONTRACT FEE SUMMARY FOR
Jacksonville Riverfront Plaza - Pile Value Engineering

PART I - GENERAL				
1. Project - Jacksonville Riverfront Plaza			**2. Project Number** 801844.000	
3. Name of Consultant T.Y.Lin			**4. Date of Proposal** 8/2/2024	
PART II - STANDARD HOURLY RATE SCHEDULE				
5. STANDARD HOURLY RATES	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 108.17	1	$ 108.17	
Project Manager (Responsible Prof.)	$ 82.51	10	$ 825.10	
Senior Project Engineer	$ 64.49	0	$ 0.00	
Project Engineer	$ 50.47	16	$ 807.52	
Engineer Intern	$ 25.00	0	$ 0.00	
BIM Manager	$ 43.78	0	$ 0.00	
Designer/CADD Technician	$ 28.43	0	$ 0.00	
BIM Technician	$ 32.17	16	$ 514.72	
Admin	$ 26.20	0	$ 0.00	
		0	$ 0.00	
		0	$ 0.00	
TOTAL HOURLY NOT TO EXCEED (NTE) DIRECT LABOR				**$ 2,255.51**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 148.45%				$ 3,348.24
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 5,603.75**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 560.37
SUB-TOTAL SALARY RELATED COSTS HOURLY NOT TO EXCEED				**$ 6,165.00**
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS Misc. Reimbursable Expenses (Lump Sum)				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				**$ -**
10. SUBCONTRACTS (Lump Sum)				
				$ -
				$ -
				$ -
SUB-CONTRACT SUB-TOTAL				**$ -**
PART IV - SUMMARY				
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				**$ 6,165.00**

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EXHIBIT B-3

PERKINS+WILL, INC.
Consolidated Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2022

Description	Financial Stmt Expense	Unallowable Costs	Reference	Total Proposed	% of Direct Labor
Direct Labor	$ 148,725,154	$ -		$ 148,725,154	
INDIRECT COSTS					
Fringe Benefits:					
Employee group insurance	$ 12,870,861	$ (21,295)	(1)	$ 12,849,566	
Retirement plan contributions	6,335,689	-		6,335,689	
Incentive compensation	54,125,225	(8,415,902)	(2)(3)	45,709,323	
Payroll taxes	17,471,144	(127,134)	(4)	17,344,010	
PTO (vacation, sick and holiday)	27,148,210	-		27,148,210	
Workers compensation	576,632	-		576,632	
Other employee benefits	2,981,931	(387,880)	(1)(2)(5)(6)(7)	2,594,051	
Total Fringe Benefits	121,509,692	(8,952,211)		112,557,481	75.68%
General Overhead:					
Indirect labor	60,307,692	(1,126,243)	(6)(8)(9)	59,181,449	
Bad debt	(1,817,787)	1,817,787	(10)	-	
Bank charges	157,201	-		157,201	
Computer equipment and supplies	11,507,195	-		11,507,195	
Contributions	947,114	(947,114)	(11)	-	
Depreciation and amortization	4,048,099	-		4,048,099	
Dues and licenses	3,559,051	(119,197)	(5)(8)(12)	3,439,854	
Equipment rental and maintenance	3,252,383	-		3,252,383	
(Gain) loss on disposal of fixed assets	12,921	-		12,921	
Insurance	5,267,307	(62,136)	(13)	5,205,171	
Interest	57,345	(57,345)	(13)	-	
Management fees	4,535,000	(2,855,610)	(1)	1,679,390	
Meals and entertainment	2,234,324	(706,674)	(2)(6)(14)	1,527,650	
Meetings	1,086,821	(1,086,821)	(6)(8)	-	
Miscellaneous	1,235,992	(234,362)	(2)(3)(5)(6)(9)	1,001,630	
Office supplies	1,356,157	(78,738)	(1)(2)(5)(6)	1,277,419	
Postage, shipping and delivery	171,466	-		171,466	
Printing and reproduction	909,328	(35,453)	(7)	873,875	
Professional fees	11,827,986	(2,329,483)	(1)(6)(8) (9)(15)(16)	9,498,503	
Public relations and advertising costs	366,630	(366,630)	(5)(8)	-	
Rent	22,938,733	-		22,938,733	
Taxes	11,569,099	(9,528,904)	(17)(18)(19)	2,040,195	
Telephone	913,816	-		913,816	
Travel	3,963,819	(354,277)	(1)(4)(7)(14)(20)	3,609,542	
Utilities	547,740	-		547,740	
Total General Overhead	150,955,432	(18,071,200)		132,884,232	89.35%
Total Indirect Costs	$ 272,465,124	$ (27,023,411)		$ 245,441,713	165.03%
Facilities Capital Cost of Money				$ 888,380	0.60%

See Accompanying Notes

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THIRD AMENDMENT
TO
SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
PERKINS & WILL ARCHITECTS, INC.
FOR
NORTHBANK LAWN/RIVERFRONT PLAZA DESIGN SERVICES

THIS THIRD AMENDMENT to Contract for Northbank Lawn/Riverfront Plaza design services is made and entered into this 10 day of May, 2024, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **PERKINS & WILL ARCHITECTS, INC.**, a Delaware corporation authorized to transact business in Florida with its principal offices at 410 North Michigan Avenue, Suite 1600, Chicago, Illinois 60611 (the "Contractor").

WHEREAS, on January 13, 2022, City and Contractor made and entered into City of Jacksonville Contract No. 71513-22 (the "Contract"); and

WHEREAS, said Contract has been amended twice previously; and

WHEREAS, said Contract should be amended further by: revising the Scope of Services by adding and incorporating the revised Scope of Services, attached hereto as **Exhibit A-3**; revising the Contract Fee Summary by adding and incorporating the revised Contract Fee Summary, attached hereto as **Exhibit B-3**; and, increasing the lump sum amount for Design Services by $92,971.92 to a new lump sum amount of $1,961,444.08, thereby increasing the maximum indebtedness by $92,971.92 to a new total maximum indebtedness not to exceed $2,421,419.40, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below, and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1 of said Contract is amended by revising the Scope of Services by adding and incorporating the revised Scope of Services, attached hereto as **Exhibit A-3**, and as amended shall read as follows:

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"**1.** **Performance of Services.** The Services will be performed by Contractor as specified in the RFP and the Response, and as set forth in **Exhibit A**, **Exhibit A-1**, **Exhibit A-2**, and **Exhibit A-3**."

3. Sections 2 and 3 of said Contract are amended by: revising the Contract Fee Summary by adding and incorporating **Exhibit B-3**, attached hereto; and, increasing the lump sum amount for Design Services by $92,971.92 to a new lump sum amount of $1,961,444.08, thereby increasing the maximum indebtedness by $92,971.92 to a new total maximum indebtedness not to exceed $2,421,419.40, and as amended shall read as follows:

"**2.** **Compensation**. Contractor shall be paid by City on a monthly basis for the Services on a work performed and invoiced basis the fees set forth in Section 3.16 of the RFP and as detailed in the Contract Fee Summaries attached hereto as **Exhibit B-1**, **Exhibit B-2**, and **Exhibit B-3** and incorporated herein by this reference. Contractor shall pay Contractor a lump sum fee in the amount of $1,961,444.08 for Design Services, and a fee in an amount not to exceed $459,975.32 for Post Design Services.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed TWO MILLION FOUR HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED NINETEEN AND 40/100 DOLLARS ($2,421,419.40)."

3. Add, attach to, and incorporate into said Contract **Exhibit A-3** and **Exhibit B-3**.

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor

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

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

Micah Lipscomb
Type/Print Name

Senior Associate
Title

PERKINS & WILL ARCHITECTS, INC.

By _____
Signature

Alexander Stewart
Type/Print Name

Principal
Title

GC-#1626429-v1-Perkins_&_Will_71513-22_Amd#3_N_Bank_Riverfront.doc

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Encumbrance and funding information for internal City use:

Account: 32124.153101.565051.009031.00000000.00000.0000000

Amount: $92,971.92

Total Maximum Indebtedness: $2,421,419.40

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase orders, as specified in said Contract.

Anna Brosch

Director of Finance
City Contract #71513-22, 3rd Amd.

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Exhibit A-3

Revised Scope of Services

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT A-3

Perkins&Will

Date: 4.10.2024

To: Jonathan Page

From: Micah Lipscomb

Re: Riverfront Plaza Change Order #3

Riverfront Plaza Change Order #3

This proposal outlines a contract amendment to the North Lawn/Riverfront Plaza contract #71513-22 between The City of Jacksonville and Perkins&Will. The following additive changes are outlined below.

Scope of work

In the course of the delivery of the phased plans and bid phase support, the design team has completed multiple tasks that were not within the scope of work. In order to keep the project moving forward in a timely manner, these tasks were completed and tracked. The list below summarizes these tasks:

- The design team has participated in a total of (9) Coordination meetings with Haskell and COJ to review phasing and BIM clash detection reviews.
- Perkins&Will has participated in a total of (12) weekly Coordination calls with the owner and contractor. Perkins&Will is budgeting for participation in (5) additional meeting hours for calls with the owner and contractor between now and the start of post design services.
- The design team has issued 3 addenda to address bidder RFI's and coordination items. The design team is assuming that there will be two additional addenda. We were scoped to issue one comprehensive addendum.
- GAI completed utility research and coordination for the AT&T easement.
- GAI and Perkins&Will have coordinated with Verizon on the relocation of the 5G tower that was added to the project area after the survey was completed.
- Ohmega added a 200-amp service for events near the performing arts center at the request of the city. This also required revisions to the planting plan in this area by GAI.

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Date: 4.10.2024

Re: Riverfront Plaza Change Order #3

- Ohmega provided additional electrical design to coordinate with the audio and video needs of the Times Union video project.
- Ohmega provided electrical design to coordinate with the removal of the electrical panel at the SE corner of the Performing Arts Center.
- TyLin provided structural design input on items discovered during early site demolition for the Independent Drive realignment.
- IMEG revised the geothermal system to an open looped system.
- Perkins&Will provided project management services for all of the above items performed by the design team.
- GAI is proposing (5) additional meeting hours to coordinate with the contractor and client between now and the commencement of post-design services.
- GAI participated in one meeting with the city and visited the site once to coordinate the location of the 54" storm pipe and advise on options for relocation.

In addition, the following scope items are included in this proposal:

- Revised mockup design by Perkins&Will to reduce the scale and complexity of the mockup construction.
- Updated Foundation design from TyLin based on an alternate pile system to reduce project construction costs.
- TyLin will provide engineering services for foundation design for mockup
    - Revised Mockup
    - Planter wall mockup
    - Wall panel mockups
- TyLin will provide post-design services for mockup foundations/ reinforcing shop drawing review.

Fees

Refer to Exhibit A for the hourly rate tables and proposals from consultants.

The proposed additional service fee (Lump Sum) is $92,971.92.

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Exhibit B-3

Revised Contract Fee Summary

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EXHIBIT B-3

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
Jacksonville Riverfront Plaza	
3. Name of Consultant	**4. Date of Proposal**
Perkins&Will	04/10/24

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Architect	$101.00	0.00	$0.00	
Principal Landscape Architect	$101.00	0.00	$0.00	
Project Architect	$54.00	32.00	$1,728.00	
Project Manager	$54.00	73.00	$3,942.00	
Sr. Landscape Architect	$56.00	0.00	$0.00	
Landscape Architect	$40.00	0.00	$0.00	
Landscape Designer	$33.00	0.00	$0.00	
Graphic Designer	$33.00	0.00	$0.00	
TOTAL DIRECT LABOR		105	Hours	$5,670.00
6. Overhead (Combined Fringe Benefit & Administrative)			165.03%	$9,357.20
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$15,027.20
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$1,502.72

PART III - OTHER COSTS

9. Miscellaneous Direct Costs	0	
Transportation & Shipping	$0.00	
Original Reproducibles	$0.00	
Reproducibles	$0.00	
Other	$0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$0.00
10. SUBCONTRACTS		
GAI		$38,235.00
TyLin (Silman)		$28,207.00
Ohmega		$8,500.00
IMEG (McVeigh and Mangum)		$1,500.00
SUB-CONTRACT SUB-TOTAL	$76,442.00	$76,442.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$92,971.92
11. REIMBURSABLE COSTS (Limiting Amount)		
SUB-TOTAL REIMBURSABLES		$0.00

PART IV - SUMMARY

TOTAL AMOUNT OF AMENDMENT #2 (Lump Sum) (Items 5, 6, 8, 9, 10 and 11)	**$92,971.92**
12. PRIOR CONTRACT AMOUNT (Through Amendment # 2)	$2,328,447.48
AMENDED AMOUNT OF CONTRACT	**$2,421,419.40**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

gai consultants

Jacksonville Office
12574 Flagler Center Boulevard
Suite 202
Jacksonville, Florida 32258

T 904.363.1110
F 904.363.1115

March 13, 2024 (Rev. March 26, 2024)

Mr. Micah Lipscomb
Sr. Landscape Architect / Senior Associate
Perkins & Will
1315 Peachtree Street NE
Atlanta, GA 30309

Riverfront Plaza – Additional Services Proposal #2 for Out-of-Scope Phasing and Pre-Construction Services.

Dear Micah:

GAI Consultants, Inc. (GAI) is providing this supplemental scope and fee memorandum to our existing phasing and pre-construction services scope of work previously authorized by Perkins+Will (P+W). As discussed, to help keep this project progressing in a timely fashion, GAI has been providing these additional services and tracking costs associated with these efforts which are further outlined below. At the request of the City, GAI has attempted to quantify the fee for each specific task in (parenthesis) after each item.

Additional Services

1. At the request of P+W, the City of Jacksonville (City), and the Construction Manager (Haskell), GAI has participated in several additional meetings beyond the meeting allowance provided in the current scope of work. The original scope of work assumed up to three (3) coordination meetings with P+W and Haskell during Pre-Construction and assumed nominal coordination efforts to execute the project phasing. To date, GAI has attended a total of at least nine (9) meetings. Furthermore, GAI has performed several site visits and participated in multiple follow up calls related to additional out of scope review items further outlined in items 3 and 4 of these requests, below. ($11,471)
2. GAI has provided additional post-permit design revisions at the request of the City for various project components that have continued to evolve after the permitting of the project was completed. The effort under this task includes revisions to the landscape planting design to accommodate an electrical panel as part of the Performing Arts Center project adjacent to Riverfront Plaza. ($7,647)
3. Additional addenda required for the revisions and submittals to the Client and CM. The current scope of work allows for one comprehensive addendum. At the Client and/or CM's request, GAI has submitted three addenda. ($2,868)
4. A 54" storm drain line was found running through the site that will have significant impacts on Phase 2 of the proposed project. GAI was requested to attend at least one (1) meeting with City Public Works, and the Downtown Investment Authority (DIA). GAI performed at least one (1) site visit and coordinated with P+W and the project surveyor to identify the precise location of this storm line. These efforts assisted the project team and the City with options to address this storm pipe in the future construction phase. ($4,779)
5. GAI was asked to provide for additional utility coordination and research for the Southern Bell (AT&T) easement. Coordination included easement research, obtaining a copy from the Duval County Clerk's Office Records Department. Research and initial preparation of the Disclaimer of Interest. Final coordination with the appropriate contact with AT&T to facilitate necessary easement revisions for future restaurant site construction. ($2,868)

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6. A 5G Cell Tower has been identified at the interface of the Independent Drive Re-Alignment project and Riverfront Plaza that has required GAI to assist in the coordination of relocating this unknown utility. ($1,912)
7. Upon completion of Haskell's construction level Subsurface Utility Exploration (SUE) efforts in late January, GAI was asked to assist with additional utility and other subsurface conflicts. ($1,912)

In addition to the above 6 items which have already been provided, GAI proposes the need to perform the following, additional out of scope services:

8. GAI is in receipt of a request to provide services related to a fourth project addenda. GAI's efforts for this fourth addenda have yet to be fully executed. GAI furthermore proposes to include a fifth addenda in this request. ($1,912)
9. GAI is proposing to include budget for at 5 additional meeting hours for GAI's Civil and Landscape Architecture staff to attend. It is intended that these meeting hours will cover the anticipated meeting efforts between now and commencement of construction and GAI's post-design services. ($2,868)

Assumptions and Understandings

All assumptions, understandings, additional service qualifications, terms, and conditions of our original scope of work documents remain in effect unless otherwise noted herein.

Attachments

Fee Summary for Additional Phasing and Pre-Construction Services

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EXHIBIT B-3

Contract Fee Sumary for Engineering Division
Jacksonville Riverfront Plaza
City of Jacksonville, FL

PART I - GENERAL

1. Project Jacksonville Riverfront Plaza - Phasing and Pre-Construction Supplemental Request	**2. City Contract Number**
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 3/13/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Civil and LA Principals	$ 100.00	4	$ 400.00	
Director (LA)	$ 90.00	26	$ 2,340.00	
Sr. Engineering Manager	$ 83.00	24	$ 1,992.00	
Project Engineer	$ 55.52	74	$ 4,108.48	
Engineer Intern	$ 33.00	19	$ 627.00	
Project LA	$ 57.92	38	$ 2,200.96	
LA Technician	$ 32.57	20	$ 651.40	
Admin	$ 23.00	8	$ 184.00	
			TOTAL DIRECT LABOR	$12,504
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 177.99%				$22,256
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$34,759
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$3,476
TOTAL LUMP SUM LABOR FEE (GAI)				**$38,235**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS (Allowance) Mileage, Courier, Printing, Etc.	$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$0**
10. SUBCONSULTANTS / CONTINGENCY	
	$0
	$0
	$0
	$0
SUB-CONTRACT SUB-TOTAL	**$0**

PART IV - FEE SUMMARY

TOTAL FEE - (Items 5, 6, 8, 9 and 10)	**$38,235**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

Contract Fee Sumary for Engineering Division
Jacksonville Riverfront Plaza
City of Jacksonville, FL

PART I - GENERAL

1. Project Jacksonville Riverfront Plaza - Phasing and Pre-Construction Supplemental Request	**2. City Contract Number**
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 3/13/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Civil and LA Principals	$ 100.00	4	$ 400.00	
Director (LA)	$ 90.00	26	$ 2,340.00	
Sr. Engineering Manager	$ 83.00	24	$ 1,992.00	
Project Engineer	$ 55.52	74	$ 4,108.48	
Engineer Intern	$ 33.00	19	$ 627.00	
Project LA	$ 57.92	38	$ 2,200.96	
LA Technician	$ 32.57	20	$ 651.40	
Admin	$ 23.00	8	$ 184.00	
			TOTAL DIRECT LABOR	$12,504
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 177.99%				$22,256
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$34,759
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$3,476
TOTAL LUMP SUM LABOR FEE (GAI)				**$38,235**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS (Allowance) Mileage, Courier, Printing, Etc.	$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$0**
10. SUBCONSULTANTS / CONTINGENCY	
	$0
	$0
	$0
	$0
SUB-CONTRACT SUB-TOTAL	**$0**

PART IV - FEE SUMMARY

TOTAL FEE - (Items 5, 6, 8, 9 and 10)	**$38,235**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

OHMEGA
The Ohmega Group, INC | Be Brilliant.

25 N. Market Street | Suite 300A
Jacksonville, Florida 32202
T | 904 807 6512

March 15, 2024

Mr. Micah Lipscomb
Sr. Landscape Arch, Senior Associate
Perkins & Will
806 Douglas Road, Suite 300
Coral Gables, FL 33134

Jacksonville Riverfront Plaza Park
Jacksonville, Florida
Proposal for Electrical Engineering Consulting Services – Additional Services

Dear Micah,

In accordance with **Section IV** of the original Fee Proposal dated November 4, 2021, an additional services fee will be required to revise the electrical drawings to accommodate additional work scopes in accordance with your email dated 3/6/2024.

1. Provide additional electrical design as required to relocate light poles from previously designed locations throughout the park.
2. Provide additional electrical design as required to add a 200-amp electrical service rack for additional power connections as requested by the owner.
3. Provide additional electrical design as required to coordinate with the Friendship Fountain & Times Union Performing Arts Center video projects (by others).
4. Provide additional electrical design as required to incorporate audio loudspeakers and associated infrastructure throughout the park.
5. Provide additional electrical design as required to accommodate removal/relocation of existing owner electrical panel(s)

Any required work not covered under the Scope of Work is not covered in this Proposal. All Additional Services incurred as a result of Client changes will be charged on an hourly basis not to exceed those indicated in the table below. Additional Services will not be performed by **OHMEGA** without prior written authorization from the Client.

OHMEGA proposes to furnish the aforementioned additional professional consulting services in accordance with the above conditions for the following sums:

- Additional Services - Eight Thousand Five Hundred Dollars (US$8,500)

Mark A Maley

Oh
Be Brilliant.

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

PART I - GENERAL	
1. Project - COJ Jacksonville Riverfront Park - Additional Services	**2. Project Number** 2024-08
3. Name of Consultant The Ohmega Group, Inc.	**4. Date of Proposal** 3/15/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer / Director	$ 110.12	2	$ 220.23	
Senior Project Manager	$ 64.58	16	$ 1,033.29	
Senior Project Engineer	$ 53.81	0	$ 0.00	
Project Engineer	$ 43.05	0	$ 0.00	
Senior Designer	$ 34.62	25	$ 848.19	
Designer/Sr. CADD Technician	$ 26.00	26	$ 682.50	
Office Manager	$ 26.57	1	$ 26.57	
Clerical	$ 19.18	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 2,810.78**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 4,918.87
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 7,729.65**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 772.97
			SUB-TOTAL SALARY RELATED COSTS	**$ 8,500.00**

PART III - OTHER COSTS			
9. MISCELLANEOUS DIRECT COSTS			
Misc. Direct Expenses (Lump Sum)	0	1,500.00	$ -
		MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ -**
10. SUBCONTRACTS (Lump Sum)			
			$ -
			$ -
			$ -
		SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 8,502.62**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

TYLin

April 05, 2024

Micah Lipscomb
Senior Landscape Architect / Senior Associate
Perkins + Will
1315 Pecahtree St NE
Atlanta, GA 30309

RE: Jacksonville Waterfront Plaza
Jacksonville, FL
Request for Additional Services, TYLin Project 3010.0100032.000

Dear Micah,

We have been asked to provide the following services that are in addition to our original Agreement with Perkins + Will regarding Jacksonville Waterfront Plaza, dated January 13, 2022. Additional services are based on e-mail and phone correspondence between Micah Lipscomb of Perkins + Will and Colin G. Doyle of TYLin | Silman Structural Solution. Additional engineering services are as follows:

- Updated Foundation Design Based on Alternate Pile System
  - Review pile capacities and lateral movement for alternate pile design provided by geotechnical engineer and contractor's delegated specialty engineer (Keller)
  - Provide structural analysis of foundation for alternate pile system including lateral design, pile caps, and pile coordination.
  - Update drawings (notes / plans / details) based on alternate pile system requirements and limitations.
  - It is understood the existing piles will provide the same capacity as the current design but will be embedded 18" into the pile cap/grade beam rather than 4". Engineering will not require redesign or coordination of pile spacing/layout but will necessitate detailing and analysis of pile caps, grade beams, and reinforcing.
  - The alternate pile system, including the cap plate design, will be a delegated design submittal provided by Keller, who will submit signed and sealed calculations and drawings for the alternate pile system.

- Mockup Support
  - Provide engineering services foundation design for
    - Revised Axo Mockup (note alternative for temporary shoring of cantilevered overhang to simplify foundation design if permitted by client/P+W)

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TYLin

- Planter Wall mockup
- Wall panel mockups (2 assumed)
- Submit mockup support drawings for foundations; It is understood this will be issued as a separate engineering package for the foundations only.
- Reinforcing for mockup walls, slab, beams to be as specified in structural drawings for areas being mocked up.
- CA services for mockup foundations / reinforcing shop drawing review

Fee

TYLin | Silman Structural Solutions offers the above defined addition services for lump sum fees as defined in the following fee schedule:

Mockup Foundation Package	$8,800
Pile Foundation Value Engineering	$15,500
Total	**$24,300**

If you have any questions regarding this additional services request for Jacksonville Waterfront Plaza, please do not hesitate to contact us.

2024-04-05

Offered by: Date
Colin G. Doyle, Associate

Authorized Co-Signatory: Date
Christopher Ruiz, PE, SE
Principal, Buildings Sector Manager

Accepted by: Date
Micah Lipsomb,
Senior Landscape Architect/Senior Associate

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Exhibit B - Page 1 of 1
CONTRACT FEE SUMMARY FOR
Jacksonville Riverfront Plaza - Mockup Foundation Package

PART I - GENERAL	
1. Project - Jacksonville Riverfront Plaza	**2. Project Number** 801844.000
3. Name of Consultant T.Y.Lin	**4. Date of Proposal** 4/5/2024

PART II - STANDARD HOURLY RATE SCHEDULE				
5. STANDARD HOURLY RATES	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 108.17	2	$ 216.34	
Project Manager (Responsible Prof.)	$ 82.51	12	$ 990.12	
Senior Project Engineer	$ 64.49	0	$ 0.00	
Project Engineer	$ 50.47	25	$ 1,241.46	
Engineer Intern	$ 25.00	0	$ 0.00	
BIM Manager	$ 43.78	0	$ 0.00	
Designer/CADD Technician	$ 28.43	0	$ 0.00	
BIM Technician	$ 32.17	24	$ 772.08	
Admin	$ 26.20	0	$ 0.00	
		0	$ 0.00	
		0	$ 0.00	
TOTAL HOURLY NOT TO EXCEED (NTE) DIRECT LABOR				**$ 3,220.00**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 148.45%				$ 4,779.99
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 8,000.00**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 800.00
SUB-TOTAL SALARY RELATED COSTS HOURLY NOT TO EXCEED				**$ 8,800.00**

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

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 8,800.00**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Exhibit B - Page 1 of 1
CONTRACT FEE SUMMARY FOR
Jacksonville Riverfront Plaza - Pile Value Engineering

PART I - GENERAL	
1. Project - Jacksonville Riverfront Plaza	**2. Project Number** 801844.000
3. Name of Consultant T.Y.Lin	**4. Date of Proposal** 4/5/2024

PART II - STANDARD HOURLY RATE SCHEDULE

5. STANDARD HOURLY RATES	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 108.17	4	$ 432.68	
Project Manager (Responsible Prof.)	$ 82.51	16	$ 1,320.16	
Senior Project Engineer	$ 64.49	0	$ 0.00	
Project Engineer	$ 50.47	48	$ 2,422.56	
Engineer Intern	$ 25.00	0	$ 0.00	
BIM Manager	$ 43.78	0	$ 0.00	
Designer/CADD Technician	$ 28.43	0	$ 0.00	
BIM Technician	$ 32.17	47	$ 1,495.91	
Admin	$ 26.20	0	$ 0.00	
		0	$ 0.00	
		0	$ 0.00	
TOTAL HOURLY NOT TO EXCEED (NTE) DIRECT LABOR				**$ 5,671.31**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 148.45%				$ 8,418.88
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 14,090.19**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 1,409.02
SUB-TOTAL SALARY RELATED COSTS HOURLY NOT TO EXCEED				**$ 15,500.00**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS Misc. Reimbursable Expenses (Lump Sum)	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ -**
10. SUBCONTRACTS (Lump Sum)	
	$ -
	$ -
	$ -
SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 15,500.00**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

TYLin

March 12, 2024

Micah Lipscomb
Senior Landscape Architect / Senior Associate
Perkins + Will
1315 Pecahtree St NE
Atlanta, GA 30309

RE: Jacksonville Waterfront Plaza
Jacksonville, FL
Request for Additional Services, TYLin Project 3010.0100032.000

Dear Micah,

We have been asked to provide the following services that are in addition to our original Agreement with Perkins + Will regarding Jacksonville Waterfront Plaza, dated January 13, 2022. Additional services are based on e-mail and phone correspondence between Micah Lipscomb of Perkins + Will and Colin G. Doyle of TYLin | Silman Structural Solutions on/or March 12th, 2024.

Additional pre-construction structural engineering services have been requested to facilitate contractor coordination, early release packages due for long lead items, construction sequencing, and additional coordination of drawings with unforeseen field conditions discovered during early work demolition. Additional service has required attendance at weekly pre-construction meetings (December 16th, 2023 through February 16th, 2024 excluding time for Christmas and New Years Holidays) and attendance at contractor's clash detection and resolution meetings including modifications to drawings to resolve conflicts with existing field conditions discovered during early site clearing and demolition.

Fee

TYLin | Silman Structural Solutions offers Pre-Construction Services as outlined above as an additional service for a lump sum of **$3,907.00**.

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Exhibit B - Page 1 of 1
CONTRACT FEE SUMMARY FOR
Jacksonville Riverfront Plaza - Pre-Construction Services

PART I - GENERAL	
1. Project - Jacksonville Riverfront Plaza	**2. Project Number** 801844.000
3. Name of Consultant T.Y.Lin	**4. Date of Proposal** 3/12/2024

PART II - STANDARD HOURLY RATE SCHEDULE				
5. STANDARD HOURLY RATES	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 108.17	1	$ 108.17	
Project Manager (Responsible Prof.)	$ 82.51	8	$ 660.08	
Senior Project Engineer	$ 64.49	0	$ 0.00	
Project Engineer	$ 50.47	8	$ 403.76	
Engineer Intern	$ 25.00	0	$ 0.00	
BIM Manager	$ 43.78	0	$ 0.00	
Designer/CADD Technician	$ 28.43	0	$ 0.00	
BIM Technician	$ 32.17	8	$ 257.36	
Admin	$ 26.20	0	$ 0.00	
		0	$ 0.00	
		0	$ 0.00	
TOTAL HOURLY NOT TO EXCEED (NTE) DIRECT LABOR				**$ 1,429.37**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 148.45%				$ 2,121.86
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 3,551.23**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 355.12
SUB-TOTAL SALARY RELATED COSTS HOURLY NOT TO EXCEED				**$ 3,907.00**

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

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 3,907.00**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

IMEG

March 12, 2024

Micah Lipscomb
Perkins & Will
1315 Peachtree Street NE
Atlanta, Georgia 30309

RE: Amendment Number 2 for Additional Services
Riverfront Plaza - Cafe
Jacksonville, Florida
IMEG #22009595.00

Dear Micah:

As we discussed, you would like IMEG to provide additional mechanical and electrical engineering services for changes to the project to provide an open loop geothermal system in lieu of the originally designed closed loop system.

All other services, terms, and conditions shall remain as stated in our original Agreement.

COMPENSATION

We propose to provide the additional services described above for a fixed fee of $1,500. Reimbursable expenses remain as stated in our original Agreement.

We will begin our services following acceptance of this Amendment for Additional Services. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,

IMEG Consultants Corp.	Perkins & Will
	Accepted this _____ day of _____, 20____
By: _____	By: _____
Name: Zach Brown	Name: _____
Title: Principal / Client Executive	Title: _____

Zach.r.brown@imegcorp.com
ZRB/mmd
\\engncussaazurefilesprem.file.core.windows.net\pool01\ActiveProjects\MME\JAX\Projects\2022\221182\20240312 Amend 2 Loop Geothermal System.docx

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

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

PART I - GENERAL

1. Project - Riverfront Plaza Café - Geothermal System	**2. Project Number**
3. Name of Consultant IMEG Consultants Corp (formerly McVeigh & Mangum Engineering)	**4. Date of Proposal** 3/12/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 86.54		$ 0.00	
PM	$ 67.31		$ 0.00	
Sr. Project Eng	$ 47.12	1	$ 47.12	
Engineer	$ 41.71	8	$ 333.68	
Designer	$ 39.23		$ 0.00	
CADD	$ 33.41	4	$ 133.64	
Admin	$ 20.50	1	$ 20.50	
			TOTAL DIRECT LABOR	**$ 534.94**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 157.00%				$ 839.86
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 1,374.80**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 125.20
			SUB-TOTAL SALARY RELATED COSTS	**$ 1,500.00**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS Misc. Direct Expenses (Lump Sum)	$ -
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ -**
10. SUBCONTRACTS (Lump Sum)	
	$ -
	$ -
	$ -
SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 1,500.00**

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

EXHIBIT B-3

PERKINS+WILL, INC.
Consolidated Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2022

Description	Financial Stmt Expense	Unallowable Costs	Reference	Total Proposed	% of Direct Labor
Direct Labor	$ 148,725,154	$ -		$ 148,725,154	
INDIRECT COSTS					
Fringe Benefits:					
Employee group insurance	$ 12,870,861	$ (21,295)	(1)	$ 12,849,566	
Retirement plan contributions	6,335,689	-		6,335,689	
Incentive compensation	54,125,225	(8,415,902)	(2)(3)	45,709,323	
Payroll taxes	17,471,144	(127,134)	(4)	17,344,010	
PTO (vacation, sick and holiday)	27,148,210	-		27,148,210	
Workers compensation	576,632	-		576,632	
Other employee benefits	2,981,931	(387,880)	(1)(2)(5)(6)(7)	2,594,051	
Total Fringe Benefits	121,509,692	(8,952,211)		112,557,481	75.68%
General Overhead:					
Indirect labor	60,307,692	(1,126,243)	(6)(8)(9)	59,181,449	
Bad debt	(1,817,787)	1,817,787	(10)	-	
Bank charges	157,201	-		157,201	
Computer equipment and supplies	11,507,195	-		11,507,195	
Contributions	947,114	(947,114)	(11)	-	
Depreciation and amortization	4,048,099	-		4,048,099	
Dues and licenses	3,559,051	(119,197)	(5)(8)(12)	3,439,854	
Equipment rental and maintenance	3,252,383	-		3,252,383	
(Gain) loss on disposal of fixed assets	12,921	-		12,921	
Insurance	5,267,307	(62,136)	(13)	5,205,171	
Interest	57,345	(57,345)	(13)	-	
Management fees	4,535,000	(2,855,610)	(1)	1,679,390	
Meals and entertainment	2,234,324	(706,674)	(2)(6)(14)	1,527,650	
Meetings	1,086,821	(1,086,821)	(6)(8)	-	
Miscellaneous	1,235,992	(234,362)	(2)(3)(5)(6)(9)	1,001,630	
Office supplies	1,356,157	(78,738)	(1)(2)(5)(6)	1,277,419	
Postage, shipping and delivery	171,466	-		171,466	
Printing and reproduction	909,328	(35,453)	(7)	873,875	
Professional fees	11,827,986	(2,329,483)	(1)(6)(8) (9)(15)(16)	9,498,503	
Public relations and advertising costs	366,630	(366,630)	(5)(8)	-	
Rent	22,938,733	-		22,938,733	
Taxes	11,569,099	(9,528,904)	(17)(18)(19)	2,040,195	
Telephone	913,816	-		913,816	
Travel	3,963,819	(354,277)	(1)(4)(7)(14)(20)	3,609,542	
Utilities	547,740	-		547,740	
Total General Overhead	150,955,432	(18,071,200)		132,884,232	89.35%
Total Indirect Costs	$ 272,465,124	$ (27,023,411)		$ 245,441,713	165.03%
Facilities Capital Cost of Money				$ 888,380	0.60%

See Accompanying Notes

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

City of Jacksonville, Florida

Donna Deegan, Mayor

A NEW DAY

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

April 18, 2024

The Honorable Donna Deegan, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Deegan:

Ref: P-01-21 Northbank Lawn/Riverfront Plaza FKA Jacksonville Landing Design Competition (Amendment No. 3)
Department of Public Works/Engineering & Construction Management Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of rescinding the motion approved by PSEC on April 4, 2024, and signed by the Mayor's designee on April 8, 2024, for the purpose of amending the above referenced contract.

The following motion/recommendation was **rescinded:**

That Contract No. 71513-22, originally executed January 13, 2022, between the City and Perkins & Will, Inc. for Northbank Lawn/ Riverfront Plaza Competition be amended to incorporate the Scope of Services, Exhibit A-3 and Fee Summary, B-3 to increase the lump sum amount for Design Services by $65,210.00 to a new lump sum amount $1,933,682.16, thereby increasing the maximum indebtedness by $65,210.00 to a new maximum indebtedness to the City in the amount of $2,393,657.48. All other terms and conditions remain the same.

The following motion/recommendation was **adopted**:

That Contract No. 71513-22, originally executed January 13, 2022, between the City and Perkins & Will, Inc. for Northbank Lawn/ Riverfront Plaza Competition be amended to incorporate the Scope of Services, Exhibit A-3 and Fee Summary, B-3 to increase the lump sum amount for Design Services by $92,971.92.00 to a new lump sum amount $1,961,444.08, thereby increasing the maximum indebtedness by $92,971.92 to a new maximum indebtedness to the City in the amount of $2,421,419.40. All other terms and conditions remain the same.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Dustin Freeman, Chief
Procurement Division

APPROVED:

Karen Bowling

Donna Deegan, Mayor

This 19th day of April, 2024

DF ab

cc Council Auditor
James McCain, Jr. OGC
Subcommittee Members

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

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Contract Purchase Agreement Release 634200-22 Change Order 15

Purchase Order	634200-22
Order Date	24-JAN-2022
Change Order	15
Change Order Date	15-APR-2024
Revision	12
Ordered	2,421,419.40 USD
Order Amount Before Change	2,328,447.48 USD
Net Order Amount Changed	92,971.92 USD
Requisition Number	PWEN-501002-22
Solicitation Number	P-01-21
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Perkins and Will, Inc.
1315 Peachtree St. NE
ATLANTA, GA 30309

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202 US

Notes Perkins & Will Award
$1,700,000.00

DRAFT

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
32783	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Melissa Pierce Email: **mpierce@coj.net** Phone: **904-2558252**		**Lori West** E-mail: **lwest@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	P-01-21 PSEC approved PW.pdf	P-01-21 PSEC approved PW.pdf	
File	Contract - Perkins_&_Will_Architects__Inc__#71513-22_Services_Contract_Northbank_Lawn__Riverfront_Plaza_Design_.PDF	Contract - Perkins_&_Will_Arch	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Northbank Lawn/Riverfront Plaza FKA Jax Landing Dsn Comp. Perkins & Will, Inc. P-01-21 POA -71513-22	699,999.73				

32111.153101.565050.009031.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71513-22.

Contract Purchase Agreement Release 634200-22 Change Order 15

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
12/22/21

699,999.73

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **699,999.73**

2 Northbank Lawn/Riverfront Plaza FKA Jax Landing 303,000.27
Dsn Comp. Perkins & Will, Inc.
P-01-21 POA -71513-22

32111.153101.561011.009031.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
12/22/21

303,000.27

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **303,000.27**

3 Northbank Lawn/Riverfront Plaza FKA Jax Landing 0.27
Dsn Comp. Perkins & Will, Inc. P-01-21 POA
-71513-22

32111.153101.565050.009031.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
12/22/21

0.27

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **0.27**

4 Northbank Lawn/Riverfront Plaza FKA Jax Landing 661,071.90
Dsn Comp. Perkins & Will, Inc. P-01-21 POA
-71513-22

32111.153101.561011.009031.00000000.00000.0000000

DRAFT

Contract Purchase Agreement Release 634200-22 Change Order 15

Line	Item	Price	Quantity	UOM	Ordered	Taxable

This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 661,071.90

Requested
12/22/21

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **661,071.90**

5 Northbank Lawn/Riverfront Plaza FKA Jax Landing Dsn Comp. Perkins & Will, Inc. P-01-21 — 75,997.10

32124.153101.565051.009031.00000000.00000.0000000

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 75,997.10

Requested

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **75,997.10**

6 Northbank Lawn/Riverfront Plaza FKA Jax Landing Dsn Comp. Perkins & Will, Inc. P-01-21 POA -71513-22 — 6,000.00

32111.153101.561011.009031.00000000.00000.0000000

This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 6,000.00

Requested
12/22/21

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **6,000.00**

7 Northbank Lawn/Riverfront Plaza FKA Jax Landing Dsn Comp. Perkins & Will, Inc. P-01-21 POA -71513-22 — 29,927.83

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Contract Purchase Agreement Release 634200-22 Change Order 15

Line	Item	Price	Quantity	UOM	Ordered	Taxable

32111.153101.561011.009031.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 29,927.83

Requested
12/22/21

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **29,927.83**

8 Northbank Lawn/Riverfront Plaza FKA Jax Landing 552,450.38
Dsn Comp. Perkins & Will, Inc. P-01-21

32124.153101.565051.009031.00000000.00000.0000000

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 552,450.38

Requested

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **552,450.38**

9 Northbank Lawn/Riverfront Plaza 0.00
Perkins & Will, Inc.
71513-22 P-01-21 amendment 3 PO 634200-22

32124.153101.565051.009031.00000000.00000.0000000
This line is canceled.
Ordered Amount: 0.00
Canceled Amount: 0.00
This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 0.00

Requested
4/18/24

Requested Date correspond to the date of arrival at the Ship-to Location.

This schedule is canceled.
Ordered Amount: 65,210.00

DRAFT

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Contract Purchase Agreement Release 634200-22 Change Order 15

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Line Total **0.00**

10 Northbank Lawn/Riverfront Plaza 92,971.92
Perkins & Will, Inc.
71513-22 P-01-21 amendment 3 PO 634200-22

32124.153101.565051.009031.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71513-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 92,971.92

Requested
4/24/24

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **92,971.92**

Total **2,421,419.40**

This Order is subject to the General Conditions attached here to.
Manufacturer's Federal excise tax exempt no. 59-89-0120K.
Florida State sales and use tax exemption no. 85-8012621607C-8

All original invoices shall be submitted to:
COJ1CloudInvoices@coj.net
Email Subject: inv_300000008806179

Approved by Dustin L. Freeman, Chief of Procurement Division

DRAFT

Docusign Envelope ID: 0658AE34-566B-4942-85BE-CC929D951568

Contract Purchase Agreement Release 634200-22 Change Order 15

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000 344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from the date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the city as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City"

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. OFFICE OF THE OMBUDSMAN: Failure to comply with the terms and conditions of a contract and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment (s), breach of contract, cancellation of contract, filing against performance bonds(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126. If a payment or performance dispute arises as to whether the contractor is in non-compliance, the complainant shall engage the Office of the Ombudsman to investigate the matter. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract unless instructed otherwise.

8. ETHICS PROVISION FOR VENDORS/SUPPLIERS. The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

9. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida, and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

11. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

12. ELECTRONIC PAYMENTS: The City of Jacksonville processes supplier payments through the Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to suppliers. During supplier registration, suppliers securely enter banking information on their profile.

13. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the city, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes.
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or
d. Has been engaged in business operations in Cuba or Syria.

14. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services, and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law, and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City, and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

15. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. The contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. The contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a 0.2% daily interest, penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

16. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

17. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

18. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the city has a current W-9 on file.

19. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

20. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

21. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

22. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The city or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the city or its agencies.

23. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 30 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_3000000088061 79

24. REPORTING: The City may request reports including but not limited to, usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

25. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email, any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

26. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.