Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Brentwood Lower Elementary School CDB-0133-21

Requested Action/Authority:

Recommend approval to amend the award with Auld & White Constructors, LLC (Contract #71908-22). This will reduce this project by -$91,262.55 to reduce the funds in order to close out project. Total new revised GMP amount is $50,400.00.

Justification/Explanation:

JPL stopped this project at 30%. JPL decided to move forward with a larger project to renovate the entire Brentwood Library campus which includes this building.

Legal Contract #:	71908-22	Contract Date:	03/06/2023	Change Order/AMD #:	Amendment #1B	
PO/Release #:	654836-23	Bid Date:	03/06/2023	Awarded Supplier:	Auld & White Constructors LLC	
Licenses Verified:	Yes	Effective Date:	10/17/2024	Basis of Award:	N/A	
Federally Funded:	No	No. Invited:	4	Responses Received:	7	Attachments:
Solicitation:	CB - CDB-0133 - 21			Procurement Contract #:	POA - 71908-22	
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:	185201	Acct:	565051	Proj:	010566	Activity:	00000000	$	-91,262.55
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 50,400.00	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	PWGM:R-O-W_AND_STORMWATER_MAINTENANCE			
Initial DT Concurrence:	Signed by: Gibbs, Sheldon 843DE27A46A74CA...	Title:	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	9/23/2024
Concurrence:	Signed by: E3D417DEFA88482...	Title:	LIBRARY DIRECTOR	9/23/2024
Initial DT Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5023487...	Title:	DIRECTOR OF PUBLIC WORKS	10/3/2024
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Warchol, LeeAnn 72F42AB443D04B7...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 10/15/2024
Name:	Warchol, LeeAnn	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:

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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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Deschenes, Fay - PWGM

From: West, Lori - PWEN
Sent: Tuesday, September 10, 2024 7:28 AM
To: Cindy Reis
Cc: Deschenes, Fay - PWGM
Subject: RE: Brentwood Lower Elementary School Amend 1A

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you! We'll send an amendment to close this out and reduce the amount against your master contract.

Lori A. West
Engineering Contract Manager
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
www.jacksonville.gov
Phone: 904-255-8759
Fax: 904-357-5923

From: Cindy Reis <creis@auld-white.com>
Sent: Monday, September 9, 2024 3:17 PM
To: West, Lori - PWEN <LWEST@coj.net>
Cc: Deschenes, Fay - PWGM <FayD@coj.net>
Subject: RE: Brentwood Lower Elementary School Amend 1A

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

You are digging up some old spreadsheets!

Please see email below from Devon Holland, Special Projects Manager, Jacksonville Public Library, on July 17, 2023. The decision was made to stop at 30% design. The Library decided to move forward with a larger project to renovate the entire Brentwood Library campus and include building 4 in that project scope instead of a separate stand-alone project. I think DCPS took the pressure off by not requiring them to proceed with a Pre-K facility immediately.

Let me know if you need anything else.

Thanks,
Cindy

Cindy Reis | Project Development Manager – Public Sector
Auld & White Constructors, LLC | **BUILDING YOUR FUTURE**

office 904.296.2555 | direct 904.865.2147

From: Holland, Devon <DHolland@coj.net>
Sent: Monday, July 17, 2023 9:53 AM
To: Williams, Maria <MariaCW@coj.net>
Subject: RE: Touching base about 30% for Brentwood #4

Hi Maria,

We think it's fine to stop now at the 30%. I agree with your point that it's not necessary to get an idea of estimated general cost because this will be included with the rest of the larger project. Many thanks to Cindy and Tom (and their team) for all their help with this!

Thanks so much,

Devon Holland, Special Projects Manager
Jacksonville Public Library
303 Laura St. N. 32202
O: (904) 255-6221
E: DHolland@coj.net

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

From: West, Lori - PWEN <LWEST@coj.net>
Sent: Monday, September 9, 2024 9:25 AM
To: Cindy Reis <creis@auld-white.com>
Cc: Deschenes, Fay - PWGM <FayD@coj.net>
Subject: Brentwood Lower Elementary School Amend 1A

EXTERNAL EMAIL - EXERCISE CAUTION OPENING LINKS OR ATTACHMENTS

I'm going thru the spreadsheets and realized the last invoice we processed on above was labeled "final". I need to submit an amendment to close out the project. Can you send a justification for me to use? I don't know why we cancelled it! You can either just email the info or if you prefer send a "scope-fee" like you do for any project.

Thank you,

Lori A. West
Engineering Contract Manager
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
https://protect.checkpoint.com/v2/___www.jacksonville.gov___.YzJ1OmF1bGR3aGl0ZTpjOm86M2E3ZmVhMWUxOGI3YzJhZmM3NDkzYzEwOTdlMWU3ZmQ6NjpiNDFlOmUzZWYyMDBhYmY5YjUyODU3MWFlMmM4Y2Y4ZTFlNzYyMjcxMjhiZTNjZWJiZmNhMDhkZTNlOGIxOGUwMGNiNDU6dDpUOk4
Phone: 904-255-8759
Fax: 904-357-5923

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Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

#71908-22
AMD #1A

AMENDMENT 1A TO DESIGN-BUILD SERVICES CONTRACT BETWEEN CITY OF JACKSONVILLE AND AULD & WHITE CONSTRUCTORS, LLC FOR BRENTWOOD LOWER – ELEMENTARY SCHOOL BUILDOUT

THIS AMENDMENT 1A to Design-Build Services Contract for the Brentwood Lower – Elementary School Buildout is made and entered into the 6 day of March, 2023, 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" or "Owner"), and **AULD & WHITE CONSTRUCTORS, LLC**, a foreign limited liability company with principal office at 4168 Southpoint Parkway, Suite 101, Jacksonville, Florida 32216 (the "Design-Builder").

RECITALS:

WHEREAS, Owner and Design-Builder entered into that certain Design-Build Contract dated August 17, 2022, City Contract No. 71908-22 (the "Contract"), for Design-Builder to perform the Services as more particularly described in CDB-0133-21 Request For Qualifications issued by Owner; and

WHEREAS, Owner and Design-Builder desire to amend said Contract to incorporate the Specific Project terms negotiated by the parties as set forth herein; now therefore

IN MUTUAL CONSIDERATION of the provisions contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree to amend said Contract as follows:

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

2. **Scope of Services for Specific Project:** Design Builder shall provide the following services: 90% design and preconstruction for the Brentwood Lower – Elementary School Buildout, as set forth in **Exhibit B-1**, attached hereto and incorporated herein by this reference.

3. **Maximum Indebtedness:** Owner's cumulative maximum indebtedness under the Contract is an amount not to exceed $141,662.55. The Maximum Indebtedness amount shall be increased only via a Project Specific Amendment, as detailed in **Exhibit B-1**.

4. **Scheduled Substantial Completion Date.** N/A

5. **Guaranteed Maximum Price.** In accordance with Section 10 of the Contract, the Guaranteed Maximum Price for the Specific Project as agreed upon by the parties is $141,662.55.

6. **Guaranteed Completion Date.** In accordance with Section 7.B of the Contract, the Guaranteed Completion Date for the Specific Project as agreed upon by the parties is 126 days from the issuance of a Notice to Proceed.

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7. **Liquidated Damages.** In accordance with Section 7.D of the Contract, the liquidated damages for each day that Substantial Completion extends beyond the LD Date for the Specific Project as agreed upon by the parties is: N/A

8. **Representatives.** In accordance with Section 13.A of the Contract, Owner's Representative for the Specific Project shall be:

Robin G. Smith, P.E.
Chief, Engineering & Construction Management
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
904-255-8710; RobinSmith@coj.net

In accordance with Section 13.B of the Contract, Design-Builder's Representative for the Specific Project shall be:

Nathan Marty
4168 Southpoint Parkway, #200
Jacksonville, Florida 32216
904-296-2555; nmarty@auld-white.com

9. **Authority.** Design-Builder represents and warrants to Owner that Design Builder has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment 1A, and Design-Builder and the person(s) signing this Amendment 1A on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Amendment 1A on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

10. **Effectiveness; Ratification of the Agreement.** The Effective Date shall be the latter date that either Owner or Design-Builder executes this Amendment 1A. The provisionsof this Contract shall remain in full force and effect except as expressly provided in this Amendment 1A.

11. **Entire Agreement:** This Amendment 1A is the entire agreement of the parties regarding the modifications to the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, representatives, and assigns.

12. **Counterpart Execution:** This Amendment 1A may be executed in a number of identical counterparts, each of which for all purposes is deemed an original and all of which constitute collectively one (1) agreement, but in making proof of this Amendment 1A, it shall not be necessary to produce or account for more than one such counterpart.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1A the day and year first written above.

ATTEST:

By: James R McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

Form Approval:

By: James R McCain, Jr.
Office of General Counsel

CITY OF JACKSONVILLE

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

WITNESS:

By: Patricia Evans
Name: Patricia Evans
Its: Executive Assistant to CEO

AULD & WHITE CONSTRUCTORS, LLC

By:
Name: Nathaniel T. Marty
Its: Chief Executive Officer

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ENCUMBRANCE

Account 32124.185201.565051.010566.00000000.00000.0000000
Amount $141,662.55
Maximum Indebtedness/Guaranteed Maximum Price: $141,662.55

In compliance 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 Contract and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
City Contract No. 71908-22, Amendment 1A

GC-#1548700-v1-Auld_&_White_71908-22_Amd#1A_Brentwood__Buildout.docx

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Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

AULD & WHITE
CONSTRUCTORS • LLC

EXHIBIT B-1

January 17, 2023

Re: Brentwood Lower-Elementary School Buildout
90% Design Fee Proposal

Ms. Maria Williams, PE.
City of Jacksonville Engineering Department
214 N. Hogan Street
Jacksonville, Florida 32202

Dear Ms. Williams:

Auld & White Constructors, LLC (AWC) is pleased to submit our proposal for 90% Design and Preconstruction Services for Brentwood Lower-Elementary School Buildout. The project consists of interior renovations for former Brentwood Elementary School Building #4. The interior renovations will be designed to meet local and state code requirements as outlined by the City of Jacksonville. Phase 1 will include two (2) Duval County Public School VPK Early Education spaces including Learning Service Staff Space & Programming/Event Area per Maria Williams revised scope email dated 12/20/2022. The Early Education spaces will be designed to the State requirements for Educational Facilities Code.

Pre-construction Phase includes:

1. Preconstruction and Construction Schedule Development.
2. Architectural, mechanical, electrical, plumbing, and fire protection engineering. Design services to provide for 2 deliverables:
   - 30% design submittal for review and approval by COJ
   - 90% Preliminary, not-for-construction, construction documents and specifications
3. Civil and landscape design allowance of $20,000 for bus drop off and parking modifications, if required.
4. Mechanical Design scope is limited to replacement of air distribution devices, scheduling of all airflow devices and replacement of the existing air-cooled chiller.
5. Plumbing Design scope is limited to addition of new ADA electrical water cooler. All other existing plumbing systems to remain.
6. Electrical Design scope assumes existing electrical service size is sufficient. Audio-visual and security systems limited to providing power, raceways, and boxes. Device locations provided by others.
7. Performance based specification for a new fire alarm & fire suppression system per the NFPA Life Safety Code and FBC.
8. A Guaranteed Maximum Price GMP and Guaranteed Completion Date GCD at 90% Construction Documents.
9. Preconstruction Phase duration is 18 weeks.

Exclusions:

1. Geotechnical Engineering, Surveying, Asbestos Survey and Environmental Services.
2. Structural Engineering. Existing walls and plan configurations will remain as is except where minor adjustments are required for ADA and/or other code compliance.
3. Replacement of the three existing chilled water AHU's, chilled water pump, chilled water piping, ductwork, VAV terminal units and HVAC Control System.
4. New emergency power.
5. Fire pump.
6. Exterior remediation to the building envelope including roof, walls, and windows.

Total 90% Design GMP Proposal: $141,662.55

If you have any questions or need further clarification, please feel free to contact me at (904) 296-2555 or (904) 806-2563. Thank you for this opportunity and we look forward to working with the City of Jacksonville on another successful project.

Sincerely,

Cindy Reis

Cindy Reis
Business Development Manager – Public Sector

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EXHIBIT B-1

Exhibit B

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

PART I - GENERAL

1. Project COJ - Brentwood Lower-Elementary School Buildout Preconstruction and 90% Design Fees	**2. Proposal No. / Contract No.** CDB-0133-21
3. Name of Consultant Auld & White Constructors LLC	**4. Date of Proposal** January 17, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 80.74	2	$ 161.48	
Project Manager	$ 74.07	20	$ 1,481.48	
Director of Preconstruction	$ 75.93	20	$ 1,518.52	
Director of Estimating	$ 75.93	4	$ 303.70	
Estimator	$ 66.67	24	$ 1,600.08	
Constructability Review Specialist	$ 68.52	4	$ 274.07	
Permit Expediter	$ 35.19	4	$ 140.74	
Construction/Estimating Assistant	$ 25.93	4	$ 103.70	
TOTAL DIRECT LABOR	$ 68.09	82		$ 5,583.77
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		**170 %** x Total Direct Labor		$ 9,492.41
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 15,076.18**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 1,507.62
SUBCONSULTANT COORDINATION			**7.5%**	**$ 9,343.41**

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 500.00	
Transportation & Shipping	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 500.00
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
REIMBURSABLES COSTS SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
Ebert Norman Brady (Arhcitectural/Engineering Services)	$ 104,578.75	
Civil Allowance (Civil & Landscape Services)	$ 20,000.00	
	$	
	$	
	$	
SUB-TOTAL SUBCONTRACTS		$ 124,578.75

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 141,662.55**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	**$ 141,662.55**

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

EXHIBIT B-1

Ebert Norman Brady Architects

Quadrant One, 4651 Salisbury Road, Suite 330 ▪ Jacksonville, Florida 32256

Tel 904 241 9997 ▪ www.enbarchitects.com

January 11, 2023

Mr. Nathan Marty
Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

RE: Architectural / Engineering Services to provide 90% Construction Documents for
Brentwood Elementary School Renovations
City of Jacksonville
ENB Project 23001

Dear Nathan,

ENB Architects is once again looking forward to working with Auld & White in a design-build relationship for the City of Jacksonville on the Brentwood Elementary School Renovation project. Auld & White will provide overall project management for the design-build team and ENB Architects will lead the design effort and coordinate with each design consultant. ENB proposes to team with following subconsultants: Simes & Rosch for mechanical, electrical, plumbing and fire protection engineering.

The design fee is based on the design team's understanding of the scope of work, which was presented to the design team at the on-site December 12, 2023, meeting with Maria Williams and the follow up notes and diagrams sent via email.

PROJECT SUMMARY:
Design Services for the schematic design, cost analysis, and preparation of design documents for the former Brentwood Elementary School design build of building # 4. The projected usage of Building #4 shall include learning service program and early childhood education. Contingent on available budget, the initial programmatic considerations shall include the following owner-identified elements:

- Design and construction budget is $1,500,000.
- Single story design -not to exceed 15,500 gross square feet
- Two (2) Duval County Public School VPK Early Education spaces designed to the State Requirements for Educational Facilities Code and permitted through the Duval County Public Schools
- Programming/Event Area
- Three Learning Service Education Spaces for Youth/Adult
- Learning Service Staff Space Area, including Programming/Event Area
- Art Room/Maker Space Area
- Collaborate Space Area
- Unisex Family, Adults and Children's Restrooms with diaper changing area
- Children's Computer Workstations
- Quiet Space Area

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- Staff and Children's Breakroom
- Soundproof Walls
- Additional Storage
- Custodial Closet
- Lighting upgrades
- ADA compliance
- Energy efficiency upgrades
- Maintenance Storage Room
- Customers Snacks/Vending Machines Area
- Building Access Card Readers
- Security Cameras
- Floor Electrical Outlets and Data
- Audio Visual Capability
- Flexibility of Space/Furniture
- Children's Exterior Playground Area
- Exterior Security Fence
- Small Library space

This proposal is based on the interpretation that the existing walls and plan configuration will remain as is except where minor adjustments are required for ADA and/or other code compliance. This proposal assumes the existing parking and paved site vehicular and pedestrian circulation are adequate and no exterior civil changes are required. This proposal assumes the existing landscape will not require modifications. This proposal does not include exterior remediation to the building envelope including the roof, walls, and windows.

This proposal shall include design services to provide preliminary, not-for-construction, 90% construction documents. The design services shall include two design deliverables: one design submittal to provide preliminary 30% design drawings for review by COJ and Auld & White Constructors, and one design submittal to provide for preliminary 90% design drawings and specifications for Auld & White Constructors' GMP pricing effort.

ENB and our design consultants have used the City of Jacksonville's standard fee proposal template that includes a "Summary" page, a "Miscellaneous Direct Cost" page, and an "Estimate of Work Effort and Fee" page. Please note that ENB's summary page includes each design consultant's cost along with the total design fee.

DELIVERABLES

All construction documents including the drawings and specifications will be provided in electronic (PDF) format. All drawings will be printed to Adobe PDF using a sheet size of 34" x 22" and shall be bound by discipline. All specifications will either be printed to Adobe PDF using a sheet size of 8-1/2" x 11" with all sections bound and bookmarked or shall be included in the Drawings. As directed by Maria Williams with the City of Jacksonville (COJ), ENB has included a printing and delivery allowances should COJ request any hard copies of the design submittals.

EXCLUSIONS

The following items are excluded from ENB Architect's scope of services and fee:

- Civil Engineering and exterior parking and roadway work.
- Landscape Architecture
- Structural Engineering
- Surveying

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- Geotechnical Explorations
- Cost Estimating
- Value Engineering
- BIM Modeling
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Renderings
- LEED® or other Green Building Certification
- Any work on any of the other buildings on site.

ADDITIONAL SERVICES

Services requested by either Auld & White Constructors or the City of Jacksonville that are not within the scope of the above services or changes beyond ENB Architects' control shall be considered items of additional service and will be billed at the hourly rates included in this proposal.

Please review this proposal and contact me if you have any questions or comments. We will be more than happy to discuss options with you to ensure that our proposal meets with your expectations. As always, ENB and our design consultants look forward to working with Auld & White and the City of Jacksonville on this project.

Sincerely,

Tom Norman, AIA
President

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

EXHIBIT B-1

Exhibit B

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

PART I - GENERAL

1. Project Design-Build Services for Brentwood ES Renovations Orignal Contract	**2. Proposal No. / Contract No.** 23001 / TBD
3. Name of Consultant Ebert Norman Brady Architects	**4. Date of Proposal** January 12, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Architect	$ 64.18	60	$ 3,850.80	
Project Architect	$ 53.85	140	$ 7,539.00	
Architect	$ 36.06	180	$ 6,490.80	
EP Architect	$ 30.00	80	$ 2,400.00	
Interior Designer	$ 40.00	80	$ 3,200.00	
Accounting Manager/Clerical	$ 34.61	40	$ 1,384.40	
TOTAL DIRECT LABOR	$ 42.87	580		$ 24,865.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**150 %** x Total Direct Labor			$ 37,297.50
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 62,162.50**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 6,216.25

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 500.00	
Transportation & Shipping	$ 250.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 750.00
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
Simes & Rosch Engineering (MEP)	$ 35,450.00	
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ 35,450.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 104,578.75**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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SCOPE OF CONSULTANT SERVICES

EXHIBIT A
TO
ENB ARCHITECTS WORK AUTHORIZATION

A. General Information. The professional services which Ebert Norman Brady Architects (ARCHITECT) has employed Simes & Rosch, LLC (ENGINEER) to provide under this Agreement are generally described as follows: "Brentwood Elementary Conversion to Library". This project is the first step of a series of renovations to convert the former Brentwood Elementary School into a Library Facility. The Brentwood Elementary School complex has a total of 4 buildings and is located at 3750 Springfield Blvd, Jacksonville, Florida. The original school (Building 1) was constructed in 1915. Building #2 was added in 1952, Building #90 was added in 1975 and Building #4 was added in 1995. The scope of this project is limited to renovations of Building 4 only. Building 4 is a single-story building and is approximately 15,606 square feet. Building 4 currently houses classrooms, a media center, a music room and a dance room. Building 4 will be renovated to provide VPK classrooms, GED classrooms and Library related rooms. The part of the Project for which ENGINEER is to perform is the mechanical, electrical, plumbing and fire protection design and is herein referred to as "This Part of the Project".

B. Mechanical Design. Mechanical design services shall include the design, plans and specifications for minor renovations to the heating, ventilating and air conditioning (HVAC) systems. Specifically, Simes and Rosch, LLC (ENGINEER) shall perform the calculations necessary to properly distribute the air to the renovated building. The scope of work is limited to the replacement of air distribution devices, scheduling of all airflow devices and replacement of the existing air-cooled chiller. This proposal assumes that the 3 existing chilled water AHU's, chilled water pump, chilled water piping, ductwork, VAV terminal units and HVAC Control System will be reused. Related plans, equipment schedules, sections, details and specifications will be provided. ARCHITECT shall provide floor plans, elevations, wall sections, roof sections, window & door schedules and other information as necessary for calculation of heating and air conditioning loads, as well as required structural support and architectural roof and wall penetration details.

C. Plumbing Design. Plumbing design is limited to the addition of a new ADA electrical water cooler. All other existing plumbing systems are assumed to remain as is.

D. Electrical Design. Electrical design services shall include the design, plans and specifications for lighting, power, and communications systems for a typical education / multipurpose building. Specifically, ENGINEER shall perform engineering calculations to include: short circuit, electrical load, voltage drop, and lighting calculations. The ENGINEER shall provide related plans, riser diagrams, panel and lighting schedules and electrical details as necessary to fully describe the electrical distribution system. This proposal assumes that the building will not require a new emergency power and does not include design of such systems. Additionally, the design for audio-visual and security systems shall be limited to providing power, raceways, and boxes for such systems with device locations provided by others.

E. Fire Suppression and Alarm Design. Building 4 has an outdated fire alarm system and does not currently have a fire suppression system. The construction documents will include a performance based specification for a new fire alarm and fire suppression system as required

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by the NFPA Life Safety Code and Florida Building Code. This contract assumes a fire pump is not required.

F. Deliverables. The ENGINEER shall provide the following:

(1) Final Mechanical, Plumbing, Electrical, Fire Alarm and Fire Suppression Drawings (electronically in PDF format).

(2) Mechanical, Plumbing, and Electrical specifications (electronically in PDF format). Fire Alarm and Fire Suppression specifications will be included on the drawings

(3) Florida Energy Code Data. The ENGINEER shall provide the Florida Energy Code submittals.

G. Submittals. The ENGINEER shall perform a submittal review for equipment submitted in response to This Part of the Project. The submittals (and any resubmittals) shall be sent to the ENGINEER in one package per discipline.

H. Site Visits. If requested, the ENGINEER shall make as many as two electrical and mechanical visits and one fire protection visit to the site and advise ARCHITECT of any observed defective or inferior work. ARCHITECT shall notify the ENGINEER when the building is available for a site visit. Any additional site visits will be billed as additional services at the rates described below.

I. Schedule. The ENGINEER shall complete the design phase described above by _____ (to be negotiated). However, ARCHITECT understands that the ENGINEER cannot complete certain parts of the design without input from ARCHITECT, ARCHITECT's other engineering subcontractors, and the local electrical utility. If the ENGINEER is delayed because of this, the schedule for design will be renegotiated. Submittals will be reviewed within 10 working days of receipt.

J. Fee. Per the contract, ARCHITECT agrees to pay ENGINEER a flat fee as indicated below.

Mechanical and Electrical Design:	$28,750
Fire Protection Design:	$6,700
Construction Administration:	$3,550
Total Fee:	**$39,000**

K. Exclusions. The following items are excluded from the Contract: Preparation of OMSI manuals; cost estimating; reproduction costs; BIM modeling or BIM design drawings; utility or civil surveys; permitting of any kind; attendance at construction meetings; hazardous materials surveys or abatement; DQC responsibilities; commissioning or testing; metering of electrical equipment or feeders to establish demand; protective device coordination or arc flash studies; LCCA, Performance Rating Method or other energy analyses; engineering support for LEED accreditation or any other sustainability program; surveys or design for emergency responder communication systems; and structural or seismic engineering.

L. Commissioning. Should commissioning be required by the Florida Building Code (HVAC capacity greater than 40 tons), a separate proposal will be provided at a later date. Commissioning is not included in this base proposal.

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M. Limits of Liability. The ARCHITECT agrees that to the fullest extent permitted by law, the ENGINEER's maximum liability to the ARCHITECT, OWNER, or any other party for any and all claims, actions, damages, losses, or injury (including death) resulting from the ENGINEER's alleged errors or omissions in the design of This Part of the Project shall be limited to the value of This Part of the Project or $50,000, whichever is less. In no event and under no circumstances shall ENGINEER be liable for incidental, indirect, special, contingent or consequential damages. For design build contracts, the ENGINEER shall not be liable for liquidated damages related to the construction contract schedule.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Additional services determined to be out of the scope of this base contract shall be billed by the hour at the following rates, plus 10% profit and reimbursable expenses:

Principal	$195/hour
Senior Engineer/Senior Project Manager	$180/hour
Engineer	$145/hour
Designer	$90/hour
Administrative	$80/hour

These additional services shall not be performed without prior written agreement between ARCHITECT and ENGINEER.

This document shall be an exhibit to a standard ENB work authorization. This Agreement supersedes all prior written or oral understandings. This contract is null and void if the base contract is not signed by both parties within 90 days.

ENGINEER:

01/13/2023

Arthur B. Hill, P.E. Date
Managing Member

END OF EXHIBIT A

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EXHIBIT B-1

Exhibit B

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

PART I - GENERAL

1. Project Brentwood Elementary Conversion to Library Orignal Contract	**2. Proposal No. / Contract No.** CDB-0133-21
3. Name of Consultant Simes & Rosch, LLC	**4. Date of Proposal** January 13, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 81.25	24	$ 1,950.00	
Project Manager	$ 75.00	40	$ 3,000.00	
Design Engineer	$ 60.42	128	$ 7,733.76	
Designer or Technician	$ 37.50	40	$ 1,500.00	
Drafter	$ 37.50	0	$ 0.00	
Field Inspector	$ 60.42	0	$ 0.00	
Clerical	$ 26.00	0	$ 0.00	
TOTAL DIRECT LABOR	$ 61.14	232		$ 14,183.76
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**150 %** x Total Direct Labor		$ 21,275.64
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 35,459.40**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 3,545.94

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$	
Transportation & Shipping	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 39,005.34**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

EXHIBIT B-1

JSEB FORM 2
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and **to be utilized by JSEBs only**

SIMES & ROSCH, LLC

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT: Brentwood Elementary Conversion to Library

BID NO: CDB-0133-21

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

***Scope of Work**	***Total Price of work to be performed or materials to be supplied including Sales Tax**
MEP & Fire Protection Services	$39,000

Signature of JSEB Supplier/Consultant/ Subcontractor

Managing Member
Title

1/13/23
Date

*Scope of Work and Price are covered under Base Bid only.

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent

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JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER Auld & White Constructors

PROJECT TITLE COJ - Brentwood Lower Elementary School Buildout

BID NUMBER CDB-0133-21 TOTAL BASE BID AMOUNT $141,633

***Please list all JSEB Suppliers**

NAME OF SUB FIRM	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE (For Design Build only list % amount)
Simes & Rosch, LLC	Y	MEP & Fire Protection Svcs	25%

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2021-117-E, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at a minimum should include a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

The designation of this project is: Encouragement X Participation _____ Set Aside _____

Signature: Cindy Reis Digitally signed by Cindy Reis DN: C=US, E=creis@auld-white.com, CN=Cindy Reis Date: 2023.01.24 08:21:55-05'00' Title: Project Development Manager - Public Sector Date: 1/24/2023

Signature of Prime Contractor

Revised: June 2022

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SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID # CDB-0133-21 **OPEN DATE: 9/1/2021**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED: 7** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award with Auld & White Constructors, LLC (contract # 71908-22), for 90% design and preconstruction services for the Brentwood Lower-Elementary School Buildout as outlined in the attached Scope and Fee Summary, Exhibit B-1, known as Amendment 1A, in the amount of $141,662.55. Total GMP amount is $141,662.55.

Funding Source: 32124.185201.565051.010566.00000000.00000.0000000

Funding for this award to be executed by formal contract amendment through Office of General Counsel and encumbered by purchase order.

ATTACHMENTS: Recommendation Memo, Exhibit B-1, and Previous Awards

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: 2/2/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 2/6/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

Contract Purchase Agreement Release 654836-23

Purchase Order	**654836-23**
Order Date	**16-MAR-2023**
Change Order	**0**
Change Order Date	**16-MAR-2023**
Revision	**0**
Ordered	**141,662.55 USD**
Requisition Number	**PWEN-500220-23**
Solicitation Number	**CDB-0133-21**
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
Auld & White Constructors, LLC
4168 Southpoint Parkway S., Suite 101
JACKSONVILLE, FLORIDA 32216

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 In accordance with CDB-0133-21 RFQ for Design-Build Services for Vertical/Architectural (Vertical) Design-Build Projects.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20311	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer	Deliver To Contact
Jaclyn Stamos Email: **JStamos@coj.net**	**Lori West** E-mail: **lwest@coj.net**

Attachments

Type	File Name or URL	Title	Description
File	GC-#1553781-v1-Auld_&_White_#710908-22_AMD#1A_Brentwood_Lower-Elementary_School_Buildout.PDF	GC-#1553781-v1-Auld_&_White_#7	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Brentwood Lower Elementary School Auld & White Constructors, LLC CDB-0133-21 Contract# 71908-22 Amend 1A 32124.185201.565051.010566.00000000.00000.0000000	141,662.55				

This line references Document (Contract Purchase Agreement) POA-71908-22.

Attachments

Type	File Name or URL	Title	Description
File	GC-#1522164-v1-Auld__&_White_Constructors_#71908-22_Contract_for_Vertical_and_Architectural_Design_Build_Projects.PDF	GC-#1522164-v1-Auld__&_White_C	Contract

Contract Purchase Agreement Release 654836-23

Line	Item	Price	Quantity	UOM	Ordered	Taxable

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

Promised

Requested
2/8/23

141,662.55

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

Line Total	**141,662.55**
Total	**141,662.55**

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	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 654836-23

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 Order 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 actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form 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 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. 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.

8. 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.

9. 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.

10. 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.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. 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.

13. 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.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. 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. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
b. 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. 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.
c. 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.

15. 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.

16. 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.

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

18. INDEMNIFICATION:

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

19. 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.

20. 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.

21. 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.

22. 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 are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. 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.

24. 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.

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID # CDB-0133-21 **OPEN DATE: 9/1/2021**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED: 7** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award with Auld & White Constructors, LLC (contract # 71908-22), for 90% design and preconstruction services for the Brentwood Lower-Elementary School Buildout as outlined in the attached Scope and Fee Summary, Exhibit B-1, known as Amendment 1A, in the amount of $141,662.55. Total GMP amount is $141,662.55.

Funding Source: 32124.185201.565051.010566.00000000.00000.0000000

Funding for this award to be executed by formal contract amendment through Office of General Counsel and encumbered by purchase order.

ATTACHMENTS: Recommendation Memo, Exhibit B-1, and Previous Awards

ANALYST: JACLYN STAMOS **RESPECTFULLY SUBMITTED:** JUSTIN 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: 2/2/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 2/6/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID #: CDB-0133-21 **OPEN DATE: 9/1/2021**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED: 7** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City had previously issued this RFQ and the evaluation committee has evaluated proposals Subsequently, presentations were conducted and evaluated on February 3, 2022. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

Firm	Score	Ranking
Auld & White Constructors, LLC	118	1
Baker Consulting and Engineering, LLC dba Baker Design Group	97 50	3
Stellar Group, Inc.	115	2

Recommend approval of award to Auld & White Constructors, LLC as receiving the highest score in accordance with the evaluation and ranking above. Period of service will be five (5) years from the date of contract execution Total not-to-exceed award amount will be $8,000,000.00 annually ($40,000,000.00 total) with carryover for any unused portion.

This award will be funded from various agency accounts and executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, EBO Concurrence, Scoring Matrix, Section 2.6, Attachment B, Previous Awards

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED GREGORY PEASE, 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 ϕ DATE: 7/7/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/7/2022

APPROVED ✓ DISAPPROVED.

OTHER:

SIGNATURE OF AUTHENTICATION

Bill Hughes
Chief Administrative Officer
[illegible] Gary
Under Authority of
Executive Order No. 2019-02

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID #: CDB-0133-21 OPEN DATE: 9/1/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 7 OTHER: _

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Interviews were conducted with the top three ranked firms listed below Recommend approval to enter into negotiations with the top ranked firm, Auld & White Constructors LLC, for the Design Build Services Vertical/Architectural (Vertical) Design Build Projects

1 Auld & White Constructors LLC	118
3 Baker Consulting and Engineering, LLC dba Baker Design Build	97 50
2 Stellar Group, Inc	115

Attachments Recommendation Memo, Tabulation and Scoring Matrix Evaluation Criteria and Previous Awards

ANALYST Annette Burney

RESPECTFULLY SUBMITTED GREGORY PEASE 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 3/24/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 3/24/2022

APPROVED ✓ DISAPPROVED

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
Executive Order No 2019-02

Docusign Envelope ID: 3622DFC5-1CF0-4379-9671-B556DD260FED

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID #: CDB-0133-21 OPEN DATE: 9/1/2021

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: __ NUMBER RECEIVED: 7 OTHER: _

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Public Works received and evaluated seven (7) responses for the Request for Qualifications Recommend approval to proceed with oral interviews with the top three (3) highest scoring firms listed below:

Auld & White Constructors LLC	89.6
Stellar Group, Inc.	89
Baker Consulting and Engineering, LLC dba Baker Design Build	75.5

Attachments: Recommendation Memo, Tabulation and Scoring Matrix, Evaluation Criteria

ANALYST: Annette Burley

RESPECTFULLY SUBMITTED: GREGORY PEASE, 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 1/13/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 1-18-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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