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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $89,310.00, which includes $10,000.00 contingency to provide 60% design of a new system, within the existing fountain infrastructure, that includes choreographed lights and sound and water displays. This incorporates the attached, Scope and Fee Summary, Exhibit "Y-1", with guaranteed completion of 90 days from issuance of notice-to-proceed.

Funding for this award is to be encumbered account(s): RPCP32EF5720-069505-PR0208-02 to be executed by contract Amendment 23A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Ed Starnes, P.E., J.D., Acting Chief, Engineering and Construction Management**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE

October 23, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Ed Starnes, P.E., J.D.
Acting Chief, Engineering and Construction Management

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Friendship Fountain Repair AMENDMENT 23A
Account # RPCP32EF5720-069505-PR0208-02 $89,310.00

Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0008-16, Contract 8150-15 has completed negotiations with Acon Construction Co., Inc., to provide 60% design of a new system, within the existing fountain infrastructure, that includes choreographed lights and sound and water displays. Negotiations have resulted in the GMP amount of $89,310.00, which includes $10,000.00 in contingency, as indicated on the attached the attached Scope & Fee Summary, Exhibit Y-1 and allowing for the completion of the work within 90 days from notice to proceed. JSEB goals of 10% continue to be met with this amendment.

Accordingly, this is to recommend that Contract #8150-15, originally executed March 28, 2016, between the City and Acon Construction Co., Inc. for Design-Build Services- Active and Passive Parks, be amended to incorporate the attached Scope and Fee Summary, Exhibit Y-1 for the Friendship Fountain Repair project for the GMP amount of $89,310.00, known as Amendment 23A.

ES/lw

Attachment: Exhibit Y-1
JSEB Participation

cc: Robert Scott, P.E., Project Manager
Lori West, Public Works Contract Specialist

EXHIBIT Y-1

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Oct 08, 2018

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

Attention: Mr. William Joyce, P.E.
Chief of Engineering and Construction Management
Reference: Friendship Fountain 60% Design
DB Contract #8150-15

Mr. Joyce,

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

The scope of this project is to provide the 60% design of a new system, within the existing fountain infrastructure, that includes choreographed lights, sound and water displays. The Concept Firm is Fluidity and its proposal is provided as part of this overall proposal. I have also included allowances for coordinating the concept with existing structural and mechanical systems and for the engineers themselves to attend meetings with the team ensuring infrastructure needs will be met. Also included is a contingency to enable me the latitude to get more firm concepts as new information is obtained. This contingency could be used to include such things as additional meetings and added engineering coordination such as electrical if needed.

Our Guaranteed Maximum Price (GMP) for this project phase as stated is 89,310.00.

The Guaranteed Completion Date (GCD) will be 90 days from Notice to Proceed to provide concept drawings and presentations.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT Y-1

ACON Construction Company

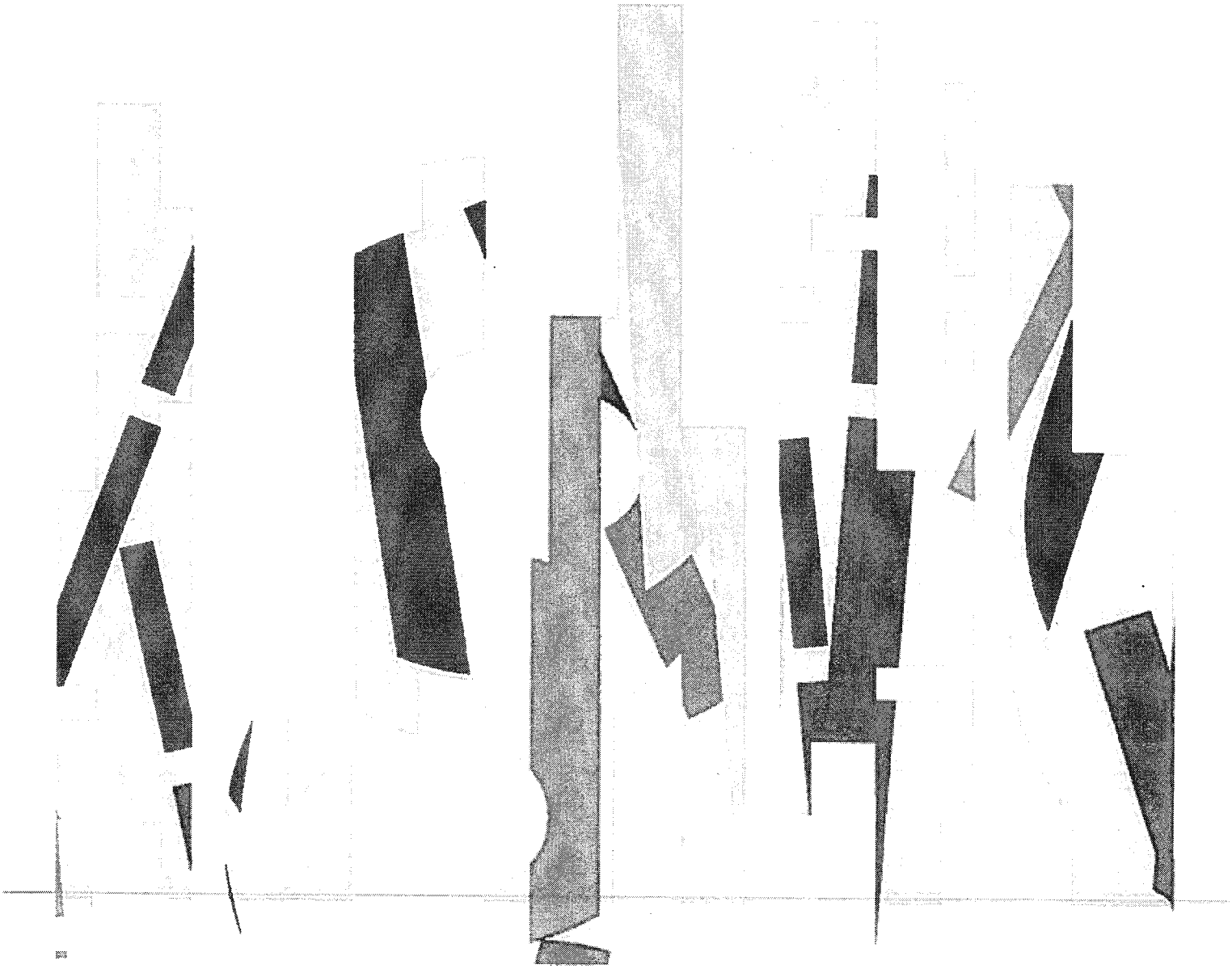
DB Contract 8150-15

Friendship Fountain 60% Design **DATE: 10/8/18**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	80	$110.00	$8,800.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	40	$75.00	$3,000.00
	Fountain Concept by Fluidity with Sound Engi	LS	1	$44,400.00	$44,400.00
	Structural Engineering Allowance	LS	1	$7,500.00	$7,500.00
	Mechanical Engineering Allowance	LS	1	$8,400.00	$8,400.00
	Subtotal				**$72,100.00**
	DB Fee 10%	LS	1	$7,210.00	$7,210.00
	ACON Contingency	LS	1	$10,000.00	$10,000.00
				TOTAL	**$89,310.00**

EXHIBIT Y-1

Fluidity Design Consultants
Proposal for Water Feature Design
Friendship Fountain—Jacksonville, Florida
5 October 2018



Contractees

Client	**Frank A Anderson** Project Manager ACON Construction Co, Inc. 3653 Regent Blvd. Suite 401 Jacksonville, Florida 32224 904 565 9060 fanderson@aconcci.com
Consultant	**James A Garland AIA** President Fluidity The Wiltern Theater Building 3780 Wilshire Boulevard Suite 230 Los Angeles CA 90010 213 739 9291 jim.garland@fluidity-design.com

Overview

The Friendship Fountain is a large existing fountain located in Downtown Jacksonville's St. Johns River Park. When it opened in 1965, it was the world's largest and tallest fountain and still remains one of Jacksonville's most recognizable and popular attractions. The fountain underwent a major renovation in 2011 and the city is now interested in enhancing the fountain by adding new capabilities to the current design.

Fluidity will collaborate with the City of Jacksonville, the design builder ACON, and others in the development of the work. The process will include a site visit, a creative design workshop with the project team, the evolution of three creative water feature design alternatives, and professional presentation materials of the selected design, including an illustration, an animation, descriptive drawings, a written description and estimates of construction costs and operation expenses.

Scope

Professional services outlined in this Agreement shall be performed under the following phases, defined in subsequent paragraphs as:

Concept Design

Process

Concept Design INCLUDING

- Visit the project site and study its existing conditions, including the machine room. Discuss the water feature's design opportunities and practical limitations with City Officials, maintenance staff and ACON. Obtain and review the existing design materials and perform project-related research, as necessary. Establish a general understanding of the project and how water design can support its goals.
- Participate in an initial, creative workshop in Jacksonville with the City of Jacksonville's Parks, Recreation & Community Services Department to clarify the approach and begin developing three alternatives representing three levels of response.
- Through the course of a wide-ranging design investigation, further develop three alternative, preliminary design ideas for the water feature. Prepare a Preliminary Concept Design package of the ideas, including descriptive drawings, bullet point comments, and photographic/video reference imagery. Host a videoconference to review the ideas and gain comments towards the selection of a scheme for advancement.
- Develop the selected idea into finished concept designs. Liaise with the City of Jacksonville's Parks, Recreation & Community Services Department. Develop a Construction Cost estimate and a Maintenance Cost estimate. Prepare an illustration for the City's promotional purposes. Produce an animation if necessary to understand the concept's idea.
- Release a completed Concept Design package. The set will include Plans, Elevations, an Illustration, an Animation, reference photography, written comments, construction cost estimates, and an analysis of the back-of-house space and utility needs (power, water, drainage).
- Management of A/V Consultant. A/V scope of work and deliverables will include research and analysis of site conditions, audio system concept including speaker layout, preliminary equipment specifications with pricing, equipment rack relic specifications and sound level projections.
- Present the work to the project team in Jacksonville. Provide digital copies of the summary to the participants.

Fees and Expenses

Concept Design fees for the Friendship Fountain are Forty Four Thousand Four Hundred Dollars ($44,400), inclusive of travel and expenses.

Fluidity Design Fees	$27,000
Audio Design Fees	$12,000
Travel	$4,200
Contingency Allowance	$1,200

Travel expenses are included in the fee proposal. Travel schedules will be determined upon mutual agreement between Fluidity and the Client.

The following trip schedule is proposed:

AIRPORT	PHASE/PARTICIPANT	DAYS	STAFF
JAX	Concept/Designer	1	2
JAX	Concept Presentation/ Designer	1	1

Schedule

The project's estimated timeline is outlined below:

PHASE	PROGAM
Concept Design	6 Weeks

Payment Schedule

Invoices shall be issued per the following schedule. Payments are due in 30 days.

Mobilization	$10,000
50% Concept Design	$17,200
100% Concept Design	$17,200

Exclusions

The following services shall be excluded from Fluidity's scope of work:

- Structural Engineering
- Civil Engineering of property utilities to the machine room
- In-person approval agency relations

Additional Services

Professional services requested by the client outside the defined scope shall be performed on a time and expenses basis at Fluidity's then-current billing rates or by a negotiated fixed fee. Fluidity will obtain written authorization from ACON prior to commencing any work beyond the scope of this document.

BILLING RATES PER HOUR	
President	$325
Principal	$250
Engineering Director	$200
Senior Project Designer, Project Engineer	$175
Project Designer	$125
Designer	$80

Terms and Conditions

Expenses	Fee is inclusive of common business expenses. Any Additional Service items must be approved and authorized by ACON and the Owner prior to proceeding.
Travel	Domestic travel is booked Economy Class. International travel is booked Business Class. Hotel stays are arranged at rates common to the vicinity of the work. Per Diem allowances for meals and ground transportation will comply with industry standards.
Timelines	Fluidity performs professional services consistent with sound professional practice and established standards. Concerns regarding feasible delivery of the work according to the Project Schedule will be reported in writing.
Regulations	Fluidity shall exercise customary professional care to research and comply with applicable Building Codes. Fluidity does not perform in-person, governmental agency relations, unless special arrangements are made to the contrary.
Estimates	Fluidity in coordination with ACON will develop construction cost and operations costs estimates in the course of professional services based upon our design work, research and experience, for use by Fluidity and others. Fluidity is not a certified construction cost estimator and has no control over market fluctuations or construction contractor estimations. Fluidity can make no warranty regarding its construction cost estimates or operations cost estimates.
Invoicing	Fluidity strives to meet its deadlines and requires timely payment processing. Invoices shall be issued per the payment schedule listed, or monthly as a percentage of completion.
Controls	In order to provide the Owner with market value construction costs through competitive selection, and to avoid the special costs of proprietary systems, it is Fluidity's practice to specify readily available market components. An exception applies to the Animation Control System, which is generally specified from a single source. This is to achieve an efficient and economical programming service resulting from computer language familiarity and the elimination of contractor-provided programmer personnel. Animation control hardware shall adhere to Fluidity's specifications, as programs are authored within specific software, and the hardware must support the software.
Copyrights	Documents prepared by Fluidity are instruments of service and shall remain the property of Fluidity, who shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to use the materials for any purpose or project other than that which is the subject of this Agreement. The Client agrees to indemnify and hold Fluidity harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than Fluidity, or from any reuse of the documents without the prior written consent of Fluidity. The transfer of documents on electronic media for use by others is not deemed a sale by Fluidity.
Publicity	Fluidity must receive written approval from the Owner (City of Jacksonville) prior to publishing evidence of its design work specific to this project. Fluidity's drawings, photography, video and written comments may be used in books, periodicals, brochures, websites, conferences and

	communications with news media or other outlets. Publication of Fluidity's drawings, photography, video or written comments by others shall be credited to Fluidity Design Consultants.
Confidentiality	The Client agrees that the designs and technical methods used by Fluidity are confidential and shall not be made available to any third party without Fluidity's written consent. Similarly, Fluidity will respect the confidentiality of the participants of the project team, as per common practice.
Changed Conditions	The Client has relied on Fluidity's judgment in establishing the Scope of Work and Fees. Fluidity will use its best efforts to complete the work within those amounts. The Client recognizes that events may call for a significant change in scope and cost fees. These include noteworthy occurrences or discoveries, expansion or contraction in the project scope, unusual delays, work resulting from decisions by others, significant deviations during construction from the approved design requiring unplanned extra work by Fluidity. Any additional costs must be pre-approved by the Client in writing prior to the cost being incurred.
Liability	Fluidity shall not be liable for consequential damages incurred due to actions by others. Consequential damages include loss of profit. To the maximum extent permitted by law, Fluidity's total liability for the Client's damages shall be limited to the amount of Fluidity's fee.
Attorney's Fees	In the event of any litigation related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred.
Termination	Either party may terminate this Agreement at any time with or without cause. The Client shall, within 60 calendar days of termination, pay Fluidity for services rendered and costs incurred up to the date of termination.
Disputes	Disputes arising out of this Agreement are subject to mediation prior to arbitration or legal proceedings. The parties shall endeavor to resolve claims or disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be filed in writing with the other party. The parties shall share the mediator's fee and filing fees equally. Mediation shall be held in Duval County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
Severability	Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void. All remaining provisions shall continue in full force and effect.

EXHIBIT Y-1

Authorization

Client	Mr. Frank A. Anderson, Project Manager ACON Construction Co., Inc.	Date
Consultant	Mr. James A Garland AIA, President Fluidity	Date

EXHIBIT Y-1

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Friendship Fountain Upgrade Project 60% Design
Project No.: 8150-15
Date: Oct 8, 2018

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	None*			$
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

*There is no JSEB for this particular project, however we maintain our 10% JSEB for Contract 8150-15.

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Oct 8, 2018

EXHIBIT Y-1

DESIGN CRITERIA PACKAGE
For
FRIENDSHIP FOUNTAIN RENOVATIONS
60% DESIGN ONLY

A. Scope of Work

The scope of this project is to provide 60% design drawings. The scope will include select items in the Friendship Fountain Renovations plan set design by M.V Cummings Engineers, Inc. The scope also includes creating a new 2019 Show for the fountain with new and updated water elements, music and lighting.

B. Location of the Site

This project will be located at Friendship Fountain, 1015 Museum Circle.

C. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $125,000 for 60% design.

D. Permits

The Design-Build firm shall be responsible for all required permits.

E. Public Access to the Park

Friendship Fountain will remain open for use by the public during the 60% design.

F. Schedule

Once the Notice to Proceed has been issued, the Design-Build firm shall have 90 days to provide the 60% drawings to the City for their review and comment and/or approval. Once the drawings have been approved by the City, negotiations will begin for the Final Design and Construction of the improvements.

SUBJECT: RFQ FOR D/B SVCS OF ACTIVE AND PASSIVE PARK PROJECTS

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016; 01 28 16 ACON Construction Company, Inc (contract #3150-15) was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 7-14-16

OTHER

Teresa R. Eichner

James R. McCoy

ACTION OF AWARDING AUTHORITY DATE 7/14/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Laidler
MARILYN LADLER

RESPECTFULLY SUBMITTED David Pearson
for GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

---

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 1-28-16

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 1/28/16

APPROVED ✓ DISAPPROVED.

OTHER:

... FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

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

2) ACON- 75
1) Hagar Construction- 78.5

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 12-30-15

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 1/01/16

APPROVED ✓ DISAPPROVED _____

Joan E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

QWS3270X 10/26/2018 2:19 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 10/26/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 2:19 PM

FISCAL MO/YEAR : 01 2019 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0208 SOUTHBANK - FRIENDSHIP FOUNTAIN
PROJECT DETAIL : 02 FRIENDSHIP FOUNTAIN REPAIRS
GRANT :
GRANT DETAIL :
USER CODE :

S	OCT 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	.00	1,400,000.00
EXPENDITURES	.00	.00	90,696.11
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	1,309,303.89

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED