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 Riverwalk Way Finding Signage project Amendment 21A with ACON Construction Company, Inc. (contract #8150-15), was awarded on 08/20/18 in the amount of $78,606.00.

Recommend approval of change order #1 to ACON Construction Company, Inc., in the amount of $250,000.00, to provide the fabrication and installation of signage as approved during the design phase. This incorporates the attached, scope and fee summary, Exhibit "W-2", with guaranteed completion of work February 19, 2019. Total new guaranteed maximum price not-to-exceed $328,606.00.

Funding for this award is to be encumbered account(s): RPCP32EF5720-069505-PR0597-01- $150,000.00; JXSF182-04939- $100,000.00 to be executed by contract Amendment 21B through Office of General Counsel.

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

BUYER _____ RESPECTFULLY SUBMITTED _____
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Ed Starnes, P.E., J.D., Acting Chief, Engineering and Construction Management/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE

October 24, 2018

TO: Gregory W. Pease
Chief of Procurement

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

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

Daryl Joseph
Director, Parks and Recreation

Thomas Daly
DIA Finance and Compliance Manager

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Riverwalk Way Finding Signage AMENDMENT 21B

Account #	RPCP32EF5720-069505-PR0665-01	$150,000.00
	JXSF182-04939	$100,000.00

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the Riverwalk Way Finding Signage project was awarded by Amendment 21A in the amount of $78,606.00 for Phase 1 to provide design, including development of color schemes and signage types, of wayfinding signage for the North and South Bank Riverwalk. Amendment 21B is to provide the fabrication and installation of signage as approved during the design phase. Negotiations have resulted in the GMP amount of $250,000.00 as indicated on the attached the attached Scope & Fee Summary, Exhibit W-2 and allowing for the completion of the work February 19, 2019. JSEB goals of 10% continue to be met with this amendment.

Accordingly, this is to recommend that Contract #8150-15, originally executed August 3, 2018, between the City and Acon Construction Co., Inc. for Riverwalk Way Finding Signage, be amended to incorporate the attached Scope and Fee Summary, Exhibit W-2 to increase the GMP amount by $250,000.00 to a new GMP amount of $328,606.00, known as Amendment 21B.

ES/lw

Attachment: Exhibit W-2

JSEB Participation

cc: Robert Scott, P.E., Project Manager

ab

EXHIBIT W-2

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

Oct 05, 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: RiverWalk Wayfinding Signage Project Completion
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 fabrication and installation of signage as approved during the Design Phase of this project and listed in the Harbinger Proposals attached to this letter. Final locations of signs have not been finalized, and will not be finalized, by the city in time for the project to be completed in February as requested so the quantities and types of signs included in this proposal are to be used for determining contract values. Specific types and/or quantities may be switched so that end result meets desired outcome over the next few months while staying within contract parameters. A contingency has been added in accordance with the base contract to help ensure unseen conditions can be addressed without contract change.

Our Guaranteed Maximum Price (GMP) for this project phase as stated is $250,000.00.

The Guaranteed Completion Date (GCD) will be 19 February, 2019 provided an executed Amendment is provided to ACON by Nov1, 2018.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT W-2

ACON Construction Company

DB Contract 8150-15

RiverWalk Wayfinding Signage Completion **DATE: 10/5/18**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	80	$110.00	$8,800.00
	Supervision	Hrs	12	$75.00	$900.00
	Administration	Hrs	40	$75.00	$3,000.00
	Signage Fabrication and Installation	LS	1	$202,847.00	$202,847.00
	Subtotal				$215,547.00
	DB Fee 10%	LS	1	$21,554.70	$21,554.70
	ACON Contingency	LS	1	$12,898.30	$12,898.30
				TOTAL	$250,000.00

EXHIBIT W-2

harbinger.
sign of the future

5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4642
PH.904.268.4681 harbingersign.com

Proposal #: 72128

Proposal Date: 10/05/18
Customer #: 6864
Page: 1 of 5

QTY can be adjusted in order to meet new requirements so long as total pricing the same.

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	RIVERWALK 1001 MUSEUM CIRCLE JACKSONVILLE FL 32207

Harbinger ("Harbinger"), itself or through its agents or subcontractors (collectively, "Company"), proposes to furnish to Customer the following materials (collectively, "Materials") and work (collectively, "Work"):

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9	QUOTE #99380 DIRECT, 1'-6" X 1'-9", D/F "WATER TAXI" DIRECTIONAL SIGN. NOTE: COPY TO BE DIGITALLY PRINTED.	$1,238.00	$11,142.00
9	QUOTE #99382 INSTALL, 1'-6" X 1'-9", D/F "WATER TAXI" DIRECTIONAL SIGN.	$1,082.00	$9,738.00
20	QUOTE #99383 DIRECT, 1'-6" X 1'-9", D/F "RIVERWALK" DIRECTIONAL SIGN. NOTE: COPY TO BE DIGITALLY PRINTED.	$1,238.00	$24,760.00
20	QUOTE #99384 INSTALL, 1'-6" X 1'-9", D/F "RIVERWALK" DIRECTIONAL SIGN.	$1,082.00	$21,640.00
20	QUOTE #99389 DIRECT, 15 5/8" X 1'-4", D/F PEDESTRIAN DIRECTIONAL SIGN. NOTE: COPY TO BE PAINTED.	$2,216.00	$44,320.00
20	QUOTE #99391 INSTALL, 1'-6" X 1'-9", D/F PEDESTRIAN DIRECTIONAL SIGN.	$1,082.00	$21,640.00
10	QUOTE #99392 DIRECT, 4'-0" X 1'-6", D/F, NON-ILLUMINATED DIRECTORY SIGN.	$3,026.00	$30,260.00
10	QUOTE #99393 INSTALL, 4'-0" X 1'-6", D/F, NON-ILLUMINATED DIRECTORY SIGN.	$1,082.00	$10,820.00
1	QUOTE #99394 DIRECT, DIRECTORY MAP (ILLUSTRATION/DESIGN).	$3,000.00	$3,000.00
		SUB TOTAL:	**$177,320.00**
		ESTIMATED SALES TAXES:	**$0.00**
		TOTAL PROPOSAL AMOUNT:	**$177,320.00**

CUSTOMER INITIALS

EXHIBIT W-2

harbinger.
sign of the future

5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4642
PH 904.268.4661 harbingersign.com

Proposal #: 72128

Proposal Date: 10/05/18
Customer #: 6864

This Proposal is not effective unless signed and dated by Harbinger and will automatically expire if not accepted by Customer in writing within 30 days of the Proposal Date. By signing, Customer (i) agrees that the proposed prices, specifications, and terms and conditions contained herein are satisfactory and accepted; (ii) authorizes Company enter onto the Job Location site and to furnish the materials and perform the Work as specified; and (iii) agrees that payment will be made as specified.

Work will not begin until a down payment of 50.0% of the total proposal amount listed above and a written acceptance is received by Harbinger. The "Additional Terms and Conditions" govern the parties' agreement. Please initial all pages.

HARBINGER	CUSTOMER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT W-2

harbinger.
sign of the future
5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4642
PH 904.268.4681 harbingersign.com

Proposal #: 72128

ADDITIONAL TERMS AND CONDITIONS

1. Estimate. The Total Proposal Amount does not include electrical, hookup, Permits (defined below), engineering, or tax, unless specifically stated. The final invoice amount may vary prior to completion. Any alteration from the listed specifications involving extra costs will be executed only upon written orders and will become an extra charge to be paid by Customer over and above the estimate.

2. Payment. Within 30 days after completion of delivery or installation, Customer agrees to pay to Harbinger the full purchase price (less any down payment received), plus any tax or charge now or hereafter imposed by law on the nature, performance, or billing of this Agreement. Interest on any unpaid balance will be charged at the rate of 1.5% per month.

3. Guaranties; Limited Warranty. All Materials are guaranteed to be as specified and all Work is guaranteed to be completed in a workmanlike manner and in accordance with any drawings or specifications submitted. Harbinger warrants solely to Customer any sign or related components installed by Company against material defects in their construction or installation for a period of 1 year from the date of installation, except that this limited warranty does not cover the construction of any digital display sign. TO THE FULLEST EXTENT OF THE LAW, COMPANY'S LIABILITY, RESPONSIBILITIES, AND OBLIGATIONS WILL BE AUTOMATICALLY WAIVED BY CUSTOMER, AND CUSTOMER WILL DEFEND AND INDEMNIFY COMPANY FOR ANY AND ALL CLAIMS OR DAMAGES RELATING TO THE MATERIALS OR WORK, IF CUSTOMER ABUSES, MISUSES, OR MODIFIES ANY MATERIAL INSTALLED BY COMPANY OR FAILS TO MAINTAIN SUCH MATERIALS IN ACCORDANCE WITH COMPANY'S THEN-EXISTING INSTRUCTIONS AND OPERATION OR MAINTENANCE MANUALS. In no event shall Company be liable or responsible for consequential, special, or punitive damages arising out of this Agreement.

4. Permits; Junction Box. Unless otherwise specified herein, Customer shall be responsible for obtaining any permits or other permissions (together, "Permits") required for installation or maintenance of Materials in connection with this Agreement. Further, prior to installation, Customer shall provide access to a junction box of suitable capacity and approved by the National Electric Code (a "Junction Box") to within 5 feet of the proposed display location. Customer shall be liable for any obstruction of delivery due to any delay in obtaining Permits or providing access to a suitable Junction Box. If Customer executes this Agreement without obtaining such Permits or providing such access, then it remains bound to the terms and conditions of this Agreement as if it had done so and agrees to relieve Company from any and all liability due to its failure to install said Materials within the timeframe agreed upon by the parties. Notwithstanding the foregoing, if Customer, rather than Company, makes the final connection to the Junction Box, Company shall not be liable for any damage resulting to the sign or related components due to any such connection.

5. Drilling. When any drilling is necessary, Company will contact the necessary authorities to locate public underground utilities, but Customer shall be solely responsible for identifying the location of private underground utilities or other underground items. Company shall not be liable for any damage to private underground utilities or other underground items that are not identified by Customer. If rock or other unforeseeable conditions are encountered in the drilling process, to the point where special equipment or alternate revisions are required, Harbinger may request additional payment from Customer.

6. Ownership. Company shall retain ownership of all right, title, and interest to the Materials until Harbinger receives payment in full. Notwithstanding the foregoing, after delivery to Customer, any damage from fire or other causes shall be assumed by Customer and will not affect Harbinger's rights to enforce the then unpaid purchase price.

7. Assignment. All terms and conditions of this Agreement shall be binding upon any successors, assignees, or representatives of the respective parties, but no assignment shall be made by Customer without Harbinger's prior written consent, which may be withheld by Harbinger in its sole and absolute discretion.

8. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the Materials and Work contemplated herein, and supersedes any and all prior or conflicting proposals, purchase orders, agreements, or understandings, and it may be altered or modified only by written agreement of the parties. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, such determination shall not affect the validity of any of its other provisions, which shall remain in full force and effect and which shall be construed as to be valid under applicable law. This Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of conflicts of law. Any action relating to this Agreement must be instituted in federal or state court in Duval County, Florida, and the parties hereby irrevocably submit to the jurisdiction of any such court. In connection with any litigation brought which arises out of or relates to this Agreement, the prevailing party will be entitled to recover all costs therein incurred, including reasonable attorneys' fees at trial and on appeal. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

CUSTOMER INITIALS

EXHIBIT W-2

harbinger
sign of the future

5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7445 FX 904.268.4642
PH 904.268.4681 harbingersign.com

DEPOSIT INVOICE

Invoice #: DP72128

Inv Date: 10/05/18
Customer #: 6864
Page: 4 of 5

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	RIVERWALK 1001 MUSEUM CIRCLE JACKSONVILLE FL 32207

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		ARCHITECTUAL VALUE	10/05/18	50.0% Due Upon Receipt	12/31/18

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9	QUOTE #99380 DIRECT, 1'-6" X 1'-9", D/F "WATER TAXI" DIRECTIONAL SIGN. NOTE: COPY TO BE DIGITALLY PRINTED.	$1,238.00	$11,142.00
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20	QUOTE #99389 DIRECT, 15 5/8" X 1'-4", D/F PEDESTRIAN DIRECTIONAL SIGN. NOTE: COPY TO BE PAINTED.	$2,216.00	$44,320.00
20	QUOTE #99391 INSTALL, 1'-6" X 1'-9", D/F PEDESTRIAN DIRECTIONAL SIGN.	$1,082.00	$21,640.00
10	QUOTE #99392 DIRECT, 4'-0" X 1'-6", D/F, NON-ILLUMINATED DIRECTORY SIGN. (Built to accept future internal illumination)	$3,026.00	$30,260.00
10	QUOTE #99393 INSTALL, 4'-0" X 1'-6", D/F, NON-ILLUMINATED DIRECTORY SIGN.	$1,082.00	$10,820.00
1	QUOTE #99394 DIRECT, DIRECTORY MAP (ILLUSTRATION/DESIGN).	$3,000.00	$3,000.00
		SUB TOTAL	$177,320.00
	ESTIMATED SALES TAXES		$0.00
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		$177,320.00
		PLEASE PAY THIS DEPOSIT AMOUNT:	Continued

EXHIBIT W-2

harbinger
sign of the future

5300 SNAD RD. JACKSONVILLE, FL 32257
TF 800 772 7446 FX 904.268.4642
PH 904.268.4681 harbingersign.com

DEPOSIT INVOICE

Invoice #: DP72128

Inv Date: 10/05/18
Customer #: 6864
Page: 5 of 5

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	RIVERWALK 1001 MUSEUM CIRCLE JACKSONVILLE FL 32207

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		ARCHITECTUAL VALUE	10/05/18	50.0% Due Upon Receipt	12/31/18

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		PLEASE PAY THIS DEPOSIT AMOUNT:	$88,660.00

EXHIBIT W-2

harbinger.
sign of the future

5380 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4642
PH 904.268.4681 harbingersign.com

Proposal #: 72134

Proposal Date: 10/05/18
Customer #: 6864
Page: 1 of 4

If these signs are not used, they can be monetarily replaced with other types already approved

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	RIVERWALK 1001 MUSEUM CIRCLE JACKSONVILLE FL 32207

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QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 *	QUOTE #99398 MONMNT, 9'-0" X 2'-11", S/F, INTERNALLY ILLUMINATED ENTRANCE TOTEM SIGN. No power provided	$13,934.00	$13,934.00
1	QUOTE #99400 INSTALL, 9'-0" X 2'-11", S/F, INTERNALLY ILLUMINATED ENTRANCE TOTEM SIGN. No power provided	$4,521.00	$4,521.00
1	QUOTE #99401 DIRECT, 1'-3" X 4'-0", S/F INTERPRETIVE SIGN. NOTE: QUOTE REFLECTS POST MOUNT SIGN.	$2,528.00	$2,528.00
1	QUOTE #99402 INSTALL, 1'-3" X 4'-0", S/F INTERPRETIVE SIGN AT 3'-6" OAH. NOTE: QUOTE REFLECTS POST MOUNT SIGN.	$2,164.00	$2,164.00
1	QUOTE #99405 SIGNP, 1'-3" X 4'-0", S/F INTERPRETIVE SIGN. NOTE: QUOTE REFLECTS RAIL MOUNT SIGN.	$1,640.00	$1,640.00
1	QUOTE #99409 INSTALL, 1'-3" X 4'-0", S/F INTERPRETIVE SIGN. NOTE: QUOTE REFLECTS RAIL MOUNT SIGN.	$740.00	$740.00
		SUB TOTAL:	$25,527.00
		ESTIMATED SALES TAXES:	$0.00
		TOTAL PROPOSAL AMOUNT:	$25,527.00

This Proposal is not effective unless signed and dated by Harbinger and will automatically expire if not accepted by Customer in writing within 30 days of the Proposal Date. By signing, Customer (i) agrees that the proposed prices, specifications, and terms and conditions contained herein are satisfactory and accepted; (ii) authorizes Company enter onto the Job Location site and to furnish the materials and perform the Work as specified; and (iii) agrees that payment will be made as specified.

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* NEEDS PRIMARY POWER ADDED MC

CUSTOMER INITIALS

EXHIBIT W-2

harbinger.
sign of the future

5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4642
PH 904.268.4681 harbingersign.com

Proposal #: 72134

Proposal Date: 10/05/18
Customer #: 6864
Page: 2 of 4

HARBINGER

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

_____ CUSTOMER INITIALS

EXHIBIT W-2

harbinger.
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5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4642
PH 904.268.4681 harbingersign.com

Proposal #: 72134

Proposal Date: 10/05/18
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8. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the Materials and Work contemplated herein, and supersedes any and all prior or conflicting proposals, purchase orders, agreements, or understandings, and it may be altered or modified only by written agreement of the parties. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, such determination shall not affect the validity of any of its other provisions, which shall remain in full force and effect and which shall be construed as to be valid under applicable law. This Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of conflicts of law. Any action relating to this Agreement must be instituted in federal or state court in Duval County, Florida, and the parties hereby irrevocably submit to the jurisdiction of any such court. In connection with any litigation brought which arises out of or relates to this Agreement, the prevailing party will be entitled to recover all costs therein incurred, including reasonable attorneys' fees at trial and on appeal. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

_____ CUSTOMER INITIALS

EXHIBIT W-2

harbinger
sign of the future

5300 SHAD RD. JACKSONVILLE, FL 32257
TF 800.772.7445 FX 904.268.4642
PH 904.268.4681 harbingersign.com

DEPOSIT INVOICE

Invoice #: DP72134

Inv Date: 10/05/18
Customer #: 6864
Page: 4 of 4

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	RIVERWALK 1001 MUSEUM CIRCLE JACKSONVILLE FL 32207

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
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1	QUOTE #99409 INSTALL, 1'-3" X 4'-0", S/F INTERPRETIVE SIGN. NOTE: QUOTE REFLECTS RAIL MOUNT SIGN.	$740.00	$740.00
		SUB TOTAL	$25,527.00
	ESTIMATED SALES TAXES		$0.00
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		$25,527.00

PLEASE PAY THIS DEPOSIT AMOUNT:	$12,763.50

EXHIBIT W-2

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: RiverWalk Wayfinding Signage Completion
Project No.: 8150-15
Date: Oct 5, 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 5, 2018

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 Riverwalk Way Finding Signage project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $78,606.00. The scope of award for Phase 1 is to provide design, including development of color schemes and signage types, of wayfinding signage for the North and South Bank Riverwalk. This incorporates the attached, scope and fee summary, Exhibit "W-1", with guaranteed completion of 120 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-06505-PR0597-01 to be executed by contract Amendment 21A through Office of General Counsel.

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

BUYER Marilyn Laidler
ECP MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Director of Operations, Public Works Department/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 8/02/18

OTHER

ACTION OF AWARDING AUTHORITY DATE 8/02/18

MR APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

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 23 16 ACON Construction Company, Inc (contract #3150-16) 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

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(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

Teresa R. Eichner

OTHER

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 Ladler
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:

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. Mouse
Chief Administrative Officer
For: Mayor Lenny Curry

OTHER:

SIGNATURE OF AUTHENTICATION

QWS3270X 10/26/2018 2:31 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 10/26/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 2:31 PM

FISCAL MO/YEAR : 01 2019 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0597 COUNTYWIDE PARKS
PROJECT DETAIL : 01 COUNTY-WIDE PARKS & RECREATION PROJECTS
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	2,000,000.00	2,000,000.00	4,242,341.00
EXPENDITURES	2,350.00	2,350.00	1,974,631.61
ENCUMBRANCES	71,331.43	71,331.43	197,508.53
PRE-ENCUMBRANCES	148,002.22	148,002.22	155,824.02
REMAINING BALANCE	1,778,316.35	1,778,316.35	1,914,376.84

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

QWS3270X 10/26/2018 2:31 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 10/26/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 2:31 PM

FISCAL MO/YEAR : 01 2019 CURRENCY CODE :
INDEX CODE : JXSF182 USD1-A SOUTHSIDE TAX INCREMENT DISTRICT
SUBOBJECT : 04939 MISC. NON-DEPARTMENTAL EXPENDITURES
PROJECT :
PROJECT DETAIL :
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	1,158,000.00	1,158,000.00	1,158,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	1,158,000.00	1,158,000.00	1,158,000.00

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