SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS

BID # CDB-0112-21 **OPEN DATE: 2021-06-23**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award with Acon Construction Co., Inc. (contract # 71629-22), to incorporate the Scope and Fee Schedule, Exhibit Q-3 known as Amendment 16C, for the James Weldon Johnson Park Renovations project to proceed in the next phase of design development based on the initial concept design in the amount of $448,567.40, which includes $10,000.00 in contingency, allowing the completion of the work within 90 days from the Notice to Proceed. The new total not to exceed amount to be $1,283,338.23.

Funding Source: 33101.167101.565050.010586.00000000.00000.0000000 - $365,229.17
32124.167101.565051.010586.00000000.00000.0000000 - $50,000.00
32124.167101.565051.000962.00000000.00000.0000000 - $33,338.23

To be executed by formal contract amendment through the Office of General Counsel

ATTACHMENTS: Recommendation Memos, Scope and Fee Schedule and Previous Awards

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

CONCURRENCE BY: **NINA SICKLER, P.E., DIRECTOR OF PUBLIC WORKS**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY

February 27, 2024

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler
Director of Public Works

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

Daryl T. Joseph
Director, Parks, Recreation and Community Services

SUBJECT: Amendment 16C 71629-22 / PO 655069-23 CDB-0112-21
Acon Construction Co., Inc.
CDB-0112-21 – Design-Build Services - James Weldon Johnson (JWJ) Park Renovations

In accordance with Design/Build CDB-0112-21, Contract 71629-22, the James Weldon Johnson Park Renovations project was awarded by Amendment 16A in the amount of $576,002.20, to provide Phase 1 Design for JWJ Park Renovations. Amendment 16B in the amount of $258,768.63 was to remove the 2 fountains and relocate the monument to another location. Amendment 16C is for the next phase of design development based on the initial concept designs. Negotiations have resulted in the GMP amount of $448,567.40, which includes $10,000.00 in contingency, as indicated on the attached Scope & Fee Summary, Exhibit Q-3 and allowing for the completion of the work within 90 days from the Notice to Proceed. Acon Construction Co., Inc. is committed to meeting the 20% JSEB participation goals established for this contract.

Accordingly, this is to recommend Amendment 16A, to Contract #71629-22, originally executed March 16, 2023, for between the City and Acon Construction Co., Inc. for James Weldon Johnson (JWJ) Park Renovations be amended to incorporate the attached Scope and Fee Summary, Exhibit Q-3 to increase the GMP by $448,567.40 to a new GMP amount of $1,283,338.23, known as Amendment 16C.

To be encumbered as follows:

Accounts		TOTAL
33101.167101.565050.010586.00000000.00000.0000000	Task 2	$365,229.17
32124.167101.565051.010586.00000000.00000.0000000	Task 1	$ 50,000.00
32124.167101.565051.000962.00000000.00000.0000000	Task 20	$33,338.23
TOTAL		$448,567.40

RGS/lw

Attachment: Exhibit Q-3
JSEB Participation

cc: Robert Scott, P.E., Engineering and Construction Management

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EXHIBIT Q-3

ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Feb 23, 2024

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

Attention: City Engineer

Reference: JWJ Park Renovation Design Phase 2
DB Contract #71629--22

Mr. Smith,

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 next phase of design development based on the initial concept designs accepted during the previous phase of this project. The specific work includes listed trips and progress meetings to ensure the project concept aligns with COJ needs before we proceed to Final Phase Design. A limited contingency of $10,000 is included to cover additional survey needs and/or investigations/issues that may occur.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $448,567.40.

The Guaranteed Completion Date (GCD) will be 90 days from NTP for deliverables.

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

Sincerely,

Frank Anderson
Construction Manager

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EXHIBIT Q-3

ACON Construction Company

DB Contract 71629-22

JWJ Park Renovation Design
Phase 2

DATE: 2/23/24

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	40	$110.00	$4,400.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	20	$75.00	$1,500.00
	Design Development (See Attached Descriptions)	LS	1	$393,372.00	$393,372.00
	Bond	LS	1	$8,000.00	$8,000.00
	Contingency	LS	1	$10,000.00	$10,000.00
	Subtotal				**$417,272.00**
	DB Fee 7.5% (per contract)	LS	1	$31,295.40	$31,295.40
			TOTAL		**$448,567.40**

EXHIBIT Q-3

JAMES WELDON JOHNSON PARK - RENOVATION - TECHNICAL DESIGN DD RFP
Fee Spreadsheet
HOOD Design Studio - 2/22/24

HOOD BREAKOUT (HIGHLIGHTED)*

SPECIFIC PROPOSAL FOLLOW UP

378,372.00
+15,000
$ 393,372.00

PARK SCOPE						TOTALS	
CONSULTANT INFO		DESIGN DEVELOPMENT				FEE+REIM	CONTINGENCY
Company Name	*Discipline*	*Fee*	*Reimbursables*	*Contingency**			
HOOD	Design LA	$154,000	$12,320	$ 15,000.00		$166,320	$ 15,000.00
Prosser	Local LA	$34,000	$500			$34,500	
Atelier Ten	Lighting	$35,000	$2,100			$37,100	
Hanson	Civil Engineering	$72,410	$1,375			$73,785	
Tipping	Structural Eng.	$10,500	$0			$10,500	
IMEG (electrical only)	MEP	$4,800	$0			$4,800	
Fluidity	Water Features	$34,500	$0			$34,500	
Prosser (included in fee)	Irrigation					$0	
CSI GEO	Geotech	$6,667	$0			$6,667	
Clary and Assoc	Survey	$10,200	$0			$10,200	
		Fee	*Reimbursables*				
		$362,077 *	$16,295 *			$378,372	$ 15,000.00

*potential for third part cost estimator and soil scientist

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DocuSign Envelope ID: 132FB3FF-EDBB-4C38-977A-A6C688DE748D

EXHIBIT Q-3

HOOD
Hood Design Studio
3016 Filbert Street Studio 2
Oakland CA 94608 USA
www.hooddesignstudio.com

$393,372

Fee Proposal
2/15/24

ACON Construction
Jacksonville, FL

Attn: Frank Anderson

Re: JWJ Park Renovation
Landscape Architectural Design Services – **Design Development Phase ONLY**
Jacksonville, FL

Dear Frank,

We are pleased to submit the following proposal for professional landscape architectural services for the Design Development Phase of the James Weldon Johnson Park Renovation.

Throughout the design process, Hood Design Studio will collaborate closely with the Client and the Design Team. As applicable and as directed by the Client, Hood Design Studio will also liaise with other stakeholders and consultants for the benefit of the project. Additionally, Hood Design Studio may suggest other sub-consultants to join the team in key stages of the project to address specific project needs (to be discussed and confirmed by the Client; refer to Assumptions).

Project Description

Exhibit A – Limits of Work

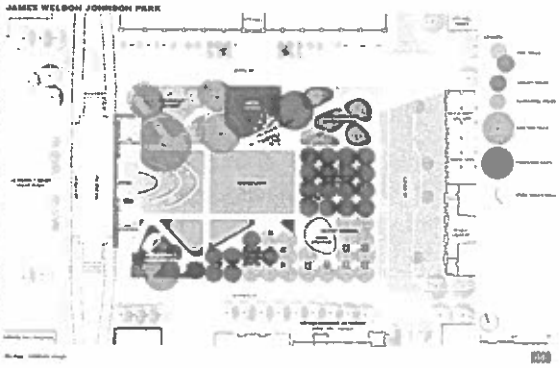

Exhibit B – Approved Schematic Design

The project site, approximately 2 acres in size, is located in Jacksonville, Florida across from the Jacksonville City Hall, bound by W Duval, N Laura, Monroe and Hogan Streets. Formerly named Hemming Park, The City of Jacksonville recently removed a statue of Hemming and renamed the park after James Weldon Johnson. Following an approved schematic design by COJ, Hood Design Studio will lead a team of consultants to develop subsequent technical sets for the project. This limit of work does not include any adjacent sidewalks or roadways. This design assumes a construction cost of $7,000,000.

A. Project Roles (Hood Design Studio Team)

Landscape Designer	**Landscape Architect of Record**
Hood Design Studio	Prosser
3016 Filbert Street #2	13901 Sutton Park Drive South, Suite 200
Oakland, CA 94608	Jacksonville, FL 32224

B. Scope of Work

Hood Design Studio shall provide concept design, schematic design, design development, construction documentation, bidding period, and construction observation services, as later described, for the following scope items:

1. Finish grading and surface drainage of pedestrian pavements and planting areas.
2. Pedestrian pavements.
3. Landscape walls, steps, railings and related site structural elements not a part of the building.
4. Fences, decks and seating.
5. Site furniture including planter pots, trash receptacles, and drinking fountains.
6. Ornamental pools and fountains. (Pool and fountain structural, mechanical and electrical engineering services are not included in the contract).
7. Planting
8. Shade Structures (structural engineering by other)

C. Procedure

I. Design Development

Timeline: 3 months from NTP

Hood Design Studio shall prepare design development drawings that will define the character and essentials of the project, including selection of materials. Hood Design Studio will assist in the filing of the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies, but the Client and/or other consultants shall be solely responsible for securing all such approvals. During the design development phase Hood Design Studio shall:

a. Attend bi-weekly web-based meetings.
b. Visit the site in person (1) times (3 persons for 1 day/2 nights)
c. Includes one (1) submission for review and costing at 100% DD.

Deliverables:

- *Design development level plans at 1" = 20' scale (materials, planting, layout, gradin).*
- *Sections at 1/8" = 1' scale, 3 maximum*
- *Design details and 3D modelling of site elements.*
- *Five (5) illustrative views/renders (in-house)*
- *3 professional CGI renderings*
- *Design development diagrams and sketches.*
- *Planting, material and site furnishing schedules.*

- *Technical specifications (outline only)*
- *PDF, including narrative and design drawings.*

D. Assumptions

a. All base information, including detailed survey (of surface and subsurface infrastructure elements), proposed building drawings, and CAD backgrounds with site context will be provided by the Client in AutoCAD 2023 compatible format.
b. Complete topographic, aerial photography, utility and boundary survey information will be provided to Consultant by the Client.
c. Complete horticultural analysis and recommendation of existing site vegetation will be provided to Consultant by the Client. This shall include geotechnical reports showing soils profiles and water table levels, soils reports (existing and excavation materials), and recycled water quality analysis.
d. All required changes to drawings as a result of inaccurate base information beyond Consultant's control or previously approved budgets, will be additional services.
e. Fees for sub-consultants are not included. Additional consultants for the project, if necessary will be recommended by the Consultant for approval by the Client. No specific proposals from additional sub-consultants have been identified at this time.
f. As indicated in the scope of work above, Consultant will prepare all drawings in AutoCAD only.

E. Exclusions to Scope of Services

The Client shall provide the following information or services as required for performance of the work. Consultant assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Consultant be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

1. Topography and boundary surveys.
2. Legal descriptions of property.
3. Soils testing and/or engineering.
4. Existing site engineering and utility base information.
5. Overhead aerial photographs at scale.
6. Engineering other than that provided within the Scope of Work.
7. Complete horticultural analysis, arborist report or recommendation of existing site vegetation.
8. Opinion of probable cost and/or cost estimate.
9. Fountain design including mechanical, electrical, structural and plumbing.
10. Lighting design and lighting electrical.
11. Wayfinding and site signage.
12. Irrigation

F. Fees

Services described above shall be provided for the fixed sum below, in accordance with the terms and conditions in Appendix A.

Overall fee breakdown by phase:

Phase	Fee
Design Development	$154,000
Subtotal	$154,000
Reimbursable Expenses (8%)	$12,320
Fee Total	$166,320

G. Payment Schedule

Clients will be invoiced on a monthly basis for the percentage of work that was completed.

In the event invoices exceed sixty (60) days past due Hood Design Studio shall suspend services in accordance with Appendix B.

APPENDIX A

Reimbursable Expense

Reimbursable expenses for printing/plotting of presentation materials, model and workshop materials as applicable. If travel is required, the Client shall be required to reimburse Hood Design Studio for travel costs, including air travel (business class), auto rentals, taxis, meals and lodging. A 10% administration markup will be added to all expenses.

Mockups

No mockups in this phase.

Additional Services

Special requests by the Client, additional meetings or review procedures that would involve additional services will immediately be brought to the attention of the Client. A written proposal will then be submitted for approval prior to proceeding. Other additional services may include:

- Revisions to drawings and other Project documents which are inconsistent with prior approvals of the Owner, or which are necessary because of changes in the program, budget or scope of the Project.
- Revisions due to changes in applicable laws and regulations, which become effective after such documents were prepared.
- Additional City Agencies meeting beyond what is included in the scope of work above.
- Value Engineering (VE) changes made for budgetary reasons.
- Design changes or studies as a result of Value Engineering (VE) after 100% DD is completed.
- Multiple rounds of bidding.
- Phasing – when a project is designed and built in distinct phases.
- Premiums for insurance limits beyond the firm's current coverage.
- Presentations and products other than those specifically agreed-upon in the final contract.

- Detailed models and special illustrations/renderings produced by outside consultants or vendors will be an additional service, authorized in writing by the Client.
- Schedule delays or interruptions.

Fees for additional services shall be calculated based on Hood Design Studio's standard hourly rates as follows:

	2024	2025	2026
Walter Hood	$425	$450	$475
Partner	$300	$325	$350
Principal	$275	$280	$290
Associate / PM	$225	$230	$235
Designer	$150	$155	$160
Admin	$105	$110	$115

APPENDIX B

Consultancy's Agreement

I. **CONSULTANT'S PROFESSIONAL SERVICES AND RESPONSIBILITIES**

1. Consultant's scope of professional services to the Client shall consist of Landscape Design and Concept Master Planning Consulting Services as described in this Proposal.
2. Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Consultant shall submit for the Client's approval a schedule for the performance of Consultant's services which shall initially be consistent with the time periods established by the Client at the beginning of the Project and which shall be adjusted as necessary as the Project proceeds. This schedule shall include allowances for periods of time required for the Client's review and for the performance of the Client's consultants. Approval of submissions by local public authorities having jurisdiction over the Project are anticipated at this phase. The Client shall not unreasonably withhold consent to Consultant's requested adjustments nor shall Consultant be held liable for any delays to the schedule that occurred for reasons outside of Consultant's control. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. Consultant shall provide prompt written notice to the Client if Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.
3. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. Consultant shall provide prompt written notice to the Client if Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.
4. Consultant will use the site survey to be provided by the Client. Consultant suggests the Client to procure an up-to-date survey prior to beginning design development phase.

II. RESPONSIBILITIES OF THE CLIENT

1. The Client shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Client shall provide to Consultant, information necessary and relevant for Consultant to evaluate and act upon, including site survey and existing architectural drawings. Client acknowledges and agrees that Consultant cannot begin providing services until this information is received.
2. The Client shall furnish tests, inspections and reports if required by law or existing conditions or the scope of work, such as structural, chemical, or geological tests, tests for air, water or soil pollution, recycled water, or hazardous materials. Soils and recycled water test are anticipated as a necessary early evaluation component of the project.
3. The Client shall provide prompt written notice to Consultant if the Client becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in Consultant's drawings, correspondence or documents.

III. SUSPENSION

1. If the Client fails to make payments to Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Consultant's option, cause for suspension of performance of services. If Consultant elects to suspend services, Consultant shall give seven days written notice to the Client, prior to suspension of services. In the event of a suspension of services, Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. If the Project has been suspended for less than 30 consecutive days due to non-payment and Client desires Consultant resume services, Consultant shall be compensated for expenses incurred in the interruption and resumption of Consultant's services, including a restart fee of $5,000. If the Project is suspended for more than 30 consecutive days due to non-payment, Consultant shall be compensated for services performed prior to notice of such suspension.

III. RE-MOBILIZATION

1. If the project is put on hold for more than 60 days by the Client, when the Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of Consultant's services, including a re-mobilization fee of $30,000.

III. TERMINATION

1. Should one party fail to substantially perform the terms of this Agreement, the conforming party, without prejudice to any other remedy available and after giving the other party seven days' notice, may terminate this Agreement for cause. When the Client terminates this Agreement for cause, the Consultant shall be entitled to receive further payment for services completed. If the Client exercises its right to terminate this Agreement for convenience without cause prior to the commencement of the Services, the Consultant shall be entitled to receive its actual reasonable and documented out-of-pocket expenses incurred through the date of such termination for services performed plus 20% of the cost of the services

performed for overhead and profit, less any payments made to the Consultant prior to termination. If the Client exercises its right to terminate this Agreement for convenience without cause following the commencement of the services, the Client shall pay the Consultant for services executed; costs incurred by reason of such termination, including costs attributable to termination of subcontracts; and a termination fee, if any, equal to the reasonable profit and overhead that the Consultant would have received had the Client not terminated this Agreement, which shall be calculated as 20% of the Contract Price, less any payments already received at or prior to the time of termination.

IV. REPRODUCTION AND INFORMATION

1. The Client shall furnish at his expense to Consultant all technical memoranda and any other information required for Consultant's services.
2. Consultant shall furnish information and progress reproductions of its work at the request of the Client. Methods of presentation shall include digital PowerPoint or PDF presentations in 11x17 or letter format.
3. Final reproductions and documents furnished to other Consultants selected by the Client shall be paid for by the Client.

V. ASSIGNMENT AND DELEGATION

Consultant shall not assign any rights or delegate their duties under this Agreement without the written consent of the Client. The Client and Consultant bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

VI. MISCELLANEOUS PROVISIONS

1. This Agreement shall be governed by the law of the place of the Project.
2. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. The parties to this Agreement shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims not resolved by mediation shall be decided by arbitration. All claims for mediation or arbitration shall be filed in accordance with the Rules of the American Arbitration Association. For claims of less than $75,000, American Arbitration Association fast truck rules will be employed.

II. COPYRIGHT CLAUSE FOR NON-PAYMENT

1. All works, including but not limited to drawings, plans, designs, and digital materials ("Works"), created by the Consultant, remain the copyright of the Consultant until full payment has been received for the agreed-upon services.
2. Until full payment has been received by the Consultant, the Client shall not have the right to reproduce, distribute, publicly display, create derivative works, or construct from the Works without the express written permission of the Consultant.
3. This license does not include the right to create three-dimensional works or to reproduce the Works for merchandising purposes. Any rights to reproduce the work three- dimensionally or to merchandise the Works must be established pursuant to a separate agreement with the Consultant.
4. If the Client fails to complete the payment for the agreed-upon services within the specified time period, the Consultant retains the right to terminate this agreement and retain any payments made until that point as compensation for the time and resources expended on the Works.
5. The Client acknowledges and agrees that in case of non-payment, the Consultant may pursue any legal or equitable remedies for enforcement of these rights.

III. NON-WARRANTY

Consultant will prepare findings and technical memoranda or drawings and documents in accordance with generally accepted professional practices for the intended use of the project and Consultant makes no warranty either express or implied.

VIII. OWNERSHIP OF DOCUMENTS

1. Drawings, specifications, and other documents, including those in electronic form, prepared by Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
2. Upon execution of this Agreement, Consultant grants to the Client a nonexclusive license to reproduce Consultant's drawings and other graphic exhibits for purposes of fundraising, promotion, and grant application, provided that the Client complies with all obligations, including prompt payment of all sums when due, under this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of Instruments of Service and shall return to Consultant within seven days of termination all originals and reproductions in the Client's possession or control.
3. Consultant shall have the right to include photographic or artistic representations of the design of the project among Consultant's promotional and professional materials. The Client shall provide professional credit for the Consultant in the Client's promotional materials for the Project.

IX. SCOPE OF AGREEMENT

This Agreement and the Fee Proposal constitute the entire Agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed herein. It is not the intent of the parties to the Agreement to form a partnership or joint venture.

Date: _____

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

"CLIENT" ACON Construction
a _____

By: _____

Name: _____

Title: _____

"CONSULTANT" HOOD DESIGN STUDIO, INC.
a California S Corporation

By: _____

Name: _____

Title: _____

DocuSign Envelope ID: 132FB3FF-EDBB-4C38-977A-A6C688DE748D

EXHIBIT Q-3

Fluidity Design Consultants
Proposal for Water Feature Design
James Weldon Johnson Park
14 February 2024

fluidity

EXHIBIT Q-3

Contractees

Client	**Frank Anderson** Project Manager ACON Construction Co. Inc. 3653 Regent Blvd. Suite 401 Jacksonville, FL 32224 904 565 9060 fanderson@Aconcci.com
Consultant	**James A Garland AIA** President Fluidity 724 South Spring Street, Suite 1401 Los Angeles CA 90014 213 739 9291 jim.garland@fluidity-design.com

Overview

James Weldon Johnson Park is Jacksonville's first and oldest park and is located across from City Hall. A three-year plan to redesign the park has been approved and part of the redesign is the addition of a new water feature. Although the water feature's concept has yet be finalized it is assumed that it will include a shallow reflecting pool with integrated lighting and may incorporate jets and mist for interactive play.

Fluidity will collaborate with the project team in the development of the water features, including Landscape Architecture, Architecture, Structural Engineering, Civil Engineering, and others.

Scope

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

Design Development

Process

Design Development INCLUDING

- Review the existing design materials.
- Participate in an initial workshop with ACON, Hood Design Studio and the project team via teleconference to clarify the approach.

- Advance the design in response to comments, as appropriate, while maintaining regular communication with the project team.
- Coordinate with the landscape, architectural, structural, plumbing and other members of the project team.
- Develop back-of-house information, including machine room size, and utilities requirements.
- Prepare a set of design and engineering drawings sufficient to convey intent. The deliverables include General Notes, Site Plan, Finishes Plans, Basin Plans, Elevations, Sections, Details, Specification information, Preliminary Equipment Schedules, Engineering System Technical Description and Preliminary Machine Room Plans. Drawing set to be produced in 2D AutoCAD.
- Provide Construction Cost Estimates and Operations Cost Estimates of the water feature designs.
- Provide digital copies of the work to ACON at 50% and 100% stages of completion.

Meetings

- Participate in up to six (6) bi-weekly coordination calls.

Fees and Expenses

Design Development fees for the JWJ Park's water feature are Thirty-Four Thousand Five Hundred Dollars ($34,500).

Scope of work excludes any mockup design work. If mockups are recommended, the related scopes of designing, overseeing construction, testing and reporting would be treated as Additional Services and billed by Time and Expenses. Fluidity's work does not entail the physical construction of mock-ups, which is performed by others as a separate cost.

Schedule

The project's estimated timeline is outlined below:

PHASE	PROGAM
Design Development	3 Months (assumed start date of March 4, 2024)

Payment Schedule

Invoices shall be issued monthly, based upon percentage of completion. Payments are due in 30 days.

Exclusions

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

- Structural Engineering
- Stamping and sealing of Architectural, Piping and Electrical Drawings
- Civil Engineering of property utilities to the machine room
- Audio-visual engineering
- In-person approval agency relations

- Signage Design (if required)

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 authorization prior to commencing any work beyond the scope of this document.

BILLING RATES PER HOUR

President	$350
Principal	$300
Associate Principal	$225
BIM Manager	$220
Senior Project/Technical Designer	$180
Senior Designer	$150
Project Designer	$130
Designer	$110
Design Intern	$80
Engineering Director	$300
Senior Project Engineer	$225
Project Engineer	$180
Engineer	$160
Junior Engineer	$125

Terms and Conditions

Expenses

Expenses incurred by Fluidity are not included in our fees. The following costs are considered reimbursable unless specifically noted: auto mileage (billed at a rate equal to the IRS allowance/mile), parking fees, airfare, ground transportation, lodging and meals, long distance telephone charges, express mail or messenger services, the required reproduction of drawings or photography, rental equipment, and the services of prior approved outside consultants. These items will be invoiced at Fluidity's cost, without markup.

Travel

Scope of work exclusive of travel.

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.
Mockups	Fluidity provides design and engineering services for mockups, in addition to mockup testing, discussions and report writing. Fluidity does not build the physical mockups. Mockup materials and labor costs are not covered by Fluidity's fees. Those costs are covered by a separate agreement with the selected mockup fabricator, either directly to the Owner or through Fluidity.
Estimates	Fluidity develops 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.
Commissioning	Fluidity will schedule commissioning trips upon receiving written authorization from the contractor and owner confirming readiness. If Fluidity is unable to perform commissioning due to unready construction—although previously stated as ready—or due to other factors outside of Fluidity's control, then Additional Services fees and reimbursable expenses to cover those fair amounts will be applied. The owner will be informed as such at the time by Fluidity. Aspects of Fluidity's commissioning services require support and communication with third party vendors. These vendors include construction contractors, equipment suppliers, and control board programmers. Upon request by Fluidity and with reasonable notice, the owner will ensure, either directly or through the construction contractor, that third party vendors will be available for on-site to support Fluidity's timely work. Fluidity cannot be held responsible for the actions or inactions of these participants, or if these participants provide less than necessary services, or late services, thereby requiring Fluidity to extend an on-site visit, or return to the site at a later date. At those times, Additional Services fees and reimbursable expenses to cover those fair amounts will be applied. The owner will be informed as such at the time by Fluidity.
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 reserves the right to publish evidence of its design work as a normal byproduct of its projects. 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.
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 Los Angeles. 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.

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EXHIBIT Q-3

Authorization

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

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EXHIBIT Q-3

HANSON
Engineering | Architecture | Planning | Allied Services

Hanson Professional Services Inc.
8075 Gate Parkway West
Suite 204
904-737-0090
www.hanson-inc.com

February 14, 2024

Frank Anderson
Acon Construction Co., Inc.
3653 Regent Blvd, Suite 401
Jacksonville, FL 32224

RE: James Weldon Johnson Park - Scope & Fee for Civil Engineering Design – Design Development (60%)

Dear Mr. Anderson:

It is a pleasure to submit a proposal to ACON Construction Co., Inc. to provide the civil design services for James Weldon Johnson. The project will progress from a 30% (schematic) design stage to the Design Development Stage. It is our understanding that the park is a historical tribute park that is part of a series of landscape/art-based projects planned for the City Center neighborhood in downtown Jacksonville. Design efforts will include subconsultant/team coordination, site geometry, site grading, stormwater collection and transmission, and minor utilities associated with the proposed water feature. Proposal efforts for this phase of the project will include research and initial submittal for all anticipated permits which include the COJ Development Review Group (10-Set), COJ Parks, Downtown Development Review Board (DDRB), Jacksonville Electrical Utilities (JEA), and the St. Johns River Water Management District. **It is assumed that response for additional information for these permits will be conducted during the Construction Document stage.** This proposal includes the following:

ENGINEERING SERVICES:

Design Development (60%)

- Data collection and Review
- Pre-application meeting with the St. Johns River Water Management District (SJRWMD).
- Pre-application meeting with the Jacksonville Electric Authority (JEA for potable water, sanitary, and irrigation connection). Includes initial service availability, entry of project in JEA's SAGES project portal and follow up coordination with JEA.
- Attendance at Pre-application meeting with the Downtown Development Review Board (DDRB) for review of concept plans. Assumes Hood will lead discussions. Assumes presentation may be required.
- Geometric layout and design
- Site grading and layout and design of drainage collection systems
- Potable water service layout/connections
- Sanitary sewer service layout/connections
- Design of erosion control features
- Design of maintenance of traffic (MOT) elements
- Preparation of technical specifications (provided via plan notes)
- Oversight and coordination with Geotechnical Consultant
- Oversight and coordination with Surveyor for VVH utility testing locations.
- Coordination with JWJ Foundation
- Attendance at bi-weekly meetings with client/design team (Assumes 3 months)

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- Development of Narrative for Design Development Report
- Field Reviews

Permitting – Hanson will initiate permitting services for the City of Jacksonville Preliminary 10 Set review (Civil, Landscape, Irrigation, Tree Mitigation reviews), JEA for potable water and sanitary sewer and the SJRWMD Environmental Resource Permit. It has been confirmed that stormwater treatment for the proposed park will be handled through the purchase of stormwater treatment credits available to COJ as part of the regional pond compensatory program. Coordination with COJ for credit fee determination is included. **This proposal assumes final permits will be obtained during development of Construction Documents.**

GEOTECHNICAL SERVICES (Lump Sum)

- Two (2) – 10' deep auger borings
- One (1) – 25' deep borings with SPT
- Classification and engineering analysis

SURVEY SERVICES (Limiting Amount)

- Twelve Test Holes for VVH testing (@ $850 apiece)

The proposed fee schedule for providing Site Civil Design Services is as follows:

Design Development	$	72,410.25
Expenses	$	1,375.25
SUBTOTAL HANSON FEES	**$**	**73,785.50**
Geotechnical	$	6,666.50
VVH Test Holes (Limiting Amount)	$	10,200.00
TOTAL ALL SERVICES	**$**	**90,652.00**

This proposal excludes services involving final plans development and final permitting, as-built drawings, wetland permitting, landscape & irrigation design, lighting design, hardscape design, audio/visual (A/V) design, photometric design, fountain/water feature design, design related to the any side street modifications, and design of the JTA shade structure. Design of retaining walls, parking, reuse lines, lift stations, electric or communication lines, geothermal lines, chilled water lines, electrical or irrigation lines. This proposal includes estimated permit fees but excludes final resubmittals for all three permits. We are looking forward to working with ACON, COJ, Hood Design Studio and James Weldon Johnson Foundation on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,

Randy Downing

Randy Downing, PE
Sr. Project Manager
Hanson Professional Services

HANSON PROFESSIONAL SERVICES, INC.

DATE: 02/14/24
CLIENT: Hood & Associates
PROJECT: James Weldon Johnson Park (Design Development)

		Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a.	**Design Development**							
	Water Garden Coordination	0	2	2	1	2	0	7
	Downtown Drainage Pre-App Meeting & Coordination	0	2	2	2	1	0	7
	JEA Pre-App Meeting and Coordination	0	1	2	1	1	0	5
	DDRB Pre-App Meeting & Coordination & Presentation	0	2	2	1	1	0	6
	Geometry Design	0	4	8	8	8	0	28
	Grading and Drainage Design	0	6	12	6	6	0	30
	Water & Sewer Design	0	1	6	4	2	0	13
	Erosion Control Design	0	0	2	4	2	0	8
	MOT Design	0	1	4	4	4	0	13
	Plan Development (Demolition, Geometry, Grading & Drainage, Utilities & Details)	0	4	8	16	80	0	108
	Outline Technical Specification	0	1	4	2	0	1	8
	Develop Cost Estimates (50%, 100%)	0	2	4	12	8	0	26
	50% Plan Submittal & Responses	0	2	6	6	8	1	23
	100% Plan Submittal & Responses	0	2	6	6	8	1	23
	10 Set Submittals & Responses	0	2	8	8	8	1	27
	JEA Sages Submittal	0	1	4	6	1	0	12
	Quality Control	8	9	0	0	0	0	17
	Supervision	9	8	0	0	0	0	17
	Field Reviews	0	8	8	4	4	0	24
	Client/JWJ Foundation Coordination	0	6	6	0	1	0	13
	Team Meetings/Coordination (Surveyor/Geotech/Design Team)	0	16	16	2	4	0	38
	Sub-total Hours	17	80	110	93	149	4	453
	Hourly Rates	$283.36	$250.55	$165.54	$143.17	$105.14	$89.48	
	Sub-total Labor Dollars	$4,817.16	$20,044.15	$18,209.76	$13,315.04	$15,666.21	$357.93	$72,410.25

b.	**ESTIMATED EXPENSES***	Unit	$/Unit	Quantity	Cost
	11 X 17 Copies	ea.	$0.15	200	$30.00
	8.5" x 11" Copies	ea.	$0.10	300	$30.00
	COJ 10 Set Permit Fee	ea.	$648.00	1	$648.00
	SJRWMD Permit Fee	ea.	$500.00	1	$500.00
	Mileage	mi.	$0.66	150	$98.25
	Postage	mo.	$5.00	3	$15.00
	Courier Service	mo.	$18.00	3	$54.00
					$1,375.25

10200

Total - Hanson	$73,785.50
Geotech - CSI Geo	$6,666.50
12 VVHs @ $850 ea.	$10,200.00
Total All Services	$90,652.00

EXHIBIT Q-3

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EXHIBIT Q-3

PART ONE - GENERAL	
1. PROJECT James Weldon Johnson Park (Design Developm	2. PROPOSAL NUMBER
3. CONSULTANT HANSON PROFESSIONAL SERVICES, INC.	4. DATE OF PROPOSAL 2/14/2024

PART TWO - LABOR RELATED COSTS

5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL
Principal	$95.00	17	$ 1,615.00	
Project Manager	$84.00	80	$ 6,720.00	
Project Engineer	$55.50	110	$ 6,105.00	
Engineer Technician	$48.00	93	$ 4,464.00	
CADD Technician	$35.25	149	$ 5,252.25	
Clerical	$30.00	4	$ 120.00	
TOTAL DIRECT LABOR				$ 24,276.25
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 171.16% X TOTAL DIRECT LABOR				$ 41,551.25
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				$ 65,827.50
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				$ 6,582.75

PART THREE - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS	
ORIGINAL REPRODUCIBLE - VELLUM PLOTS	
BLUELINES - 24"x36"	
PAPER COPIES	$60.00
SHIPPING	$69.00
MISCELLANEOUS DIRECT COSTS SUBTOTAL	$ 129.00
10. SUBCONTRACTS - LUMP SUM	
Geotech - CSI Geo	$6,666.50
SUB-CONTRACT SUBTOTAL	$6,666.50
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)	$ 79,205.75
11. REIMBURSABLE COSTS (LIMITING AMOUNT)	
Other Expenses	$1,246.25
VVH (Survey) - Clary	$10,200.00
SUBTOTAL REIMBURSABLE	$ 11,446.25

PART FOUR - SUMMARY	
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11	$ 90,652.00

I:\22Jobs\22L0124T04\Admin\03-Proposal\100% Plans Final Fee Estimate\[Staffhours_Hanson JWJ 02 14 24.xls]Manhours

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EXHIBIT Q-3

CSIGeo
Geotechnical · CMT · CEI

GEOTECHNICAL FEE ESTIMATE
Geotechnical Exploration
James Weldon Johnson Park - Shade & Water Features
Jacksonville, Florida

2394 St. Johns Bluff Road, Ste 200
Jacksonville, Florida 32246
tel (904) 641-1993
fax (904) 645-0057

Item Description	Unit	Number of Units	Cost / Unit	Estimated Cost
Field Investigation				
Mobilization (ATV)	ea.	1	$875.00 /ea.	$875.00
Shade Structure:				
1 Standard Penetration Test (SPT) Boring @ 25'.	ft.	25	$15.50 /ft.	$387.50
Water Features:				
2 SPT Borings @ 10' ea.	ft.	20	$15.50 /ft.	$310.00
Grout Borings	ft.	45	$7.00 /ft.	$315.00
Boring Layout/Utility Clearance	hr.	4	$120.00 /hr.	$480.00
Subtotal:				**$2,367.50**
Laboratory Testing				
Percent Fines	ea.	3	$48.00 /ea.	$144.00
Moisture Content	ea.	3	$22.00 /ea.	$66.00
Atterberg Limits	ea.	1	$115.00 /ea.	$115.00
Organic Content	ea.	2	$52.00 /ea.	$104.00
Subtotal:				**$429.00**
Engineering/Support Services				
Senior Geotechnical Engineer	hr.	2	$200.00 /hr.	$400.00
Geotechnical Engineer	hr.	6	$160.00 /hr.	$960.00
Staff Geotechnical Engineer	hr.	16	$120.00 /hr.	$1,920.00
CADD	hr.	4	$115.00 /hr.	$460.00
Clerical	hr.	2	$65.00 /hr.	$130.00
Subtotal:				**$3,870.00**
TOTAL (Estimated):				**$6,666.50**

Report Deliverables will Include:

- A brief discussion of the planned construction,
- A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, encountered water tables, etc., as they relate to the planned construction,
- An appendix that contains stratified soil boring profiles and laboratory test data sheets,
- Written discussion of the subsurface conditions encountered,
- Evaluation of the subsurface soils and recommendations concerning the suitability of the subsurface soils for support of the planned structures,
- Recommendations for shallow foundation design parameters, including our estimate of the foundation systems, and
- Recommendations for the required site preparation and earthwork construction.

SURVEY & RIGHT OF WAY MAPS

EXHIBIT Q-3

CONSULTANT: HANSON

NAME OF PROJECT: James Weldon Johnson Park
ACON Parks Projects

SUBCONSULTANT: CLARY

On:
County: Duval

3 MAN SURVEY RATE = $1,240.00
CADD TECHNICIAN = $95.00
SURVEYOR = $190.00
CLERICAL = $55.00

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Boundary			$1,240.00		$0.00	
			$1,240.00		$0.00	
Set Horizontal Control			$1,240.00		$0.00	
			$1,240.00		$0.00	
Set Vertical Control			$1,240.00		$0.00	
			$1,240.00		$0.00	
Topographical Survey			$1,240.00		$0.00	
			$1,240.00		$0.00	
Drainage			$1,240.00		$0.00	
			$1,240.00		$0.00	
Designate Utilities			$1,240.00		$0.00	
			$1,240.00		$0.00	
Trees			$1,240.00		$0.00	
			$1,240.00		$0.00	
			$1,240.00		$0.00	
			$1,240.00		$0.00	
TOTAL					**$0.00**	**TOTAL**
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor & Mapper	Hour		$190.00		$0.00	
Cadd Technician	Hour		$95.00		$0.00	
Clerical	Hour		$55.00		$0.00	
TOTAL					**$0.00**	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Control Maps	Hour		$95.00		$0.00	
Right-of-Way Maps	Hour		$95.00		$0.00	
Legal Descriptions	Hour		$95.00		$0.00	
Title Searchs	Hour		$95.00		$0.00	
TOTAL		0			**$0.00**	

TOTAL COST **$0.00** **PREPARED:** **1/3/2024**

LIMITING AMOUNT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
	Each	**16**	**$850.00**	**$13,600.00**	**$13,600.00**	**16 VVH's**

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EXHIBIT Q-3

Clary
PROFESSIONAL SURVEYORS & MAPPERS

Scope of Work

City of Jacksonville

James Weldon Johnson Park

January 03, 2024

- *Recover Horizontal and Vertical control for the project limits. Make sure the vertical control is in Datum NAVD88 and Set minimum two benchmarks.*

- *Perform 16 VVH's, four for a JTA Shade structure and fourteen miscellaneous locations. Cad file will need to be supplied for the final locations.*

- *Update Final deliverable Auto-Cad file.*

3830 Crown Point Road, Jacksonville, Florida 32257
(904) 260-2703 • fax (904) 260-3799 • www.claryassoc.com

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EXHIBIT Q-3

TIPPING

February 14, 2023

Frank Anderson
ACON Construction
3653 Regent Blvd, Suite 401
Jacksonville, FL 32224

Re: James Weldon Jackson Park Redesign – Design Development
135 W. Monroe Street
Jacksonville, FL 32202
Job No. 2023.265.00

Dear Frank,

Thank you for considering Tipping for structural consulting services related to the proposed redesign of James Weldon Jackson Park. We would be delighted to work with you on it.

In preparing this proposal, we have reviewed the original request for a proposal by the project's Landscape Architect (Hood Design Studio) dated October 4, 2023, which included a schedule and preliminary scope overview plans. We also discussed the project scope with Hood Design Studio. We have also reviewed revised drawings of the proposed design and scope sent on December 21, 2023. Further, we have discussed project updates and a revised request for a proposal sent on February 12, 2024 (for Design Development services only).

The primary structural work at James Weldon Jackson Park will consist of one large steel shade structure at the west edge of the park, a smaller shade structure within the park, some roughly 10 foot tall freestanding site walls, along with a number of smaller landscape elements.

The large steel shade structure located at the west side of the park, will be adjacent to the existing elevated Jacksonville Transit Authority (JTA) structure, and will incorporate a central 33'x18.5' LED screen. The steel structure will feature curved elements of various geometry. We anticipate that this structure will be supported on a row of trussed columns with curved outriggers, and will be structurally independent of the existing JTA structure. The other shade structure will be located toward the east side of the park, and will be an irregular distorted ovular shape. We anticipate that this structure will be supported on cantilvered steel columns that support wood or steel trellis framing elements. We assume that the foundations for both shade structures will be conventional spread footings. If the geotechnical investigation determines otherwise, we will provide an adjustment to our proposal.

1906 Shattuck Avenue, Berkeley, CA 94704
510.549.1906 | www.tippingstructural.com

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Roughly 10 foot tall curved brise-soleil walls will be incorporated into various planters at the Pine Flatwoods Flora Garden located at the park's northeast corner. We expect that cantilevered steel or wood posts with spread footing foundaitons will be integrated in to the wall and planter structure to provide out-of plane stability for these walls.

The project will also include smaller site elements like stairs on grade, low site walls and associated foundations. We understand that the current scope does not include elements such as kiosks, benches, multi-purpose structures, water features, and/or a sculpture garden (which could all require some structural engineering consulting). This proposal excludes these items, but should they become part of the structural design, we would be happy to provide them as an additional service.

SCOPE OF SERVICES

This proposal specifically covers only structural consulting services for the Design Development phase of the project, and excludes any work related to the JTA shade structure. Construction documents, approvals and bidding, and construction administration services, as well as any work related to the JTA shade structure, will be provided under a separate agreement as the project moves forward.

During the design development phase (which is intended to start on March 4 and last for 3 months), we will:

- Perform preliminary design of structural members and assemblies for the major design elements listed above
- Coordinate the design of foundation elements with geotechnical design criteria and site requirements provided by other consultants
- Attend coordination meetings as required.
- Consult with the project team on key details and
- Prepare design development documents sufficient for pricing.

We propose to provide structural engineering design services for the above work for the fixed sum of $10,500, excluding reimbursable expenses. We estimate that our reimbursable expenses, if any, will not exceed $500. This assumes that travel and lodging for a site visit from CA to FL is not required during this phase. The work will be done in accordance with the enclosed General Conditions.

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed. Again, thank you for considering Tipping as part of your design team for this project. We look forward to working with you again.

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EXHIBIT Q-3

Please call if you have any questions.

Sincerely,

Marc Steyer, SE, LEED AP
Principal

Accepted:

Signature

Printed Name and Title

Date

23265.wa.rev2.odt

General Conditions

I. SCOPE OF AGREEMENT

The parties to this Agreement are Tipping Structural Engineers (hereinafter "Tipping") and shall include all employees of Tipping and their work product performed pursuant to this Agreement and ACON Construction (hereinafter the "Client"). The work will be done under the supervision of Marc Steyer, a licensed Civil Engineer (CE 70462) and Structural Engineer (SE 6022) in the State of California.

The Agreement is defined as the attached letter along with this statement of General Conditions and is referred to as the "Basic Service Agreement". This is the entire agreement between Tipping and the Client, and there are no other agreements or representations between the parties except as expressed herein.

II. COMPENSATION

A. Invoices, based on a percentage of completion, shall be submitted monthly. Payments shall be made by the Client within thirty days of invoice date.
B. All past due accounts are subject to a late charge of 12.00 percent annually based on the outstanding balance.
C. If the structural portion of the project is not completed within two years of the date of this agreement, the unearned portion of the fixed fee quoted in the attached letter is subject to increases based on annual cost-of-living increases.

III. EXCLUSIONS

A. Review or determination of fire-resistance requirements for building elements, whether structural or nonstructural
B. Review or design of waterproofing details
C. Review or determination of issues related to compliance with the Americans with Disabilities Act (ADA)
D. Review of design drawings or specifications prepared by others to determine adequacy of anchorage of nonstructural elements
E. Field investigation of existing buildings and structures including surveys of existing construction on or adjacent to the site
F. Additional site visits to observe unforeseen conditions or contractor errors, or due to contractor's construction sequencing. If requested, we can provide such site visits as an additional service.
G. Filing application for and/or obtaining a building permit
H. Cost estimating and/or quantity takeoffs
I. Preparation of "as built" or record set of drawings after completion of the project
J. Consultations required to answer questions from third-party engineering reviews: these reviews are often conducted by lenders, insurance companies, and potential buyers.
K. Changes requested by the third-party consultants noted above
L. Value engineering: revisions to structural calculations and/or drawings with the intent to reduce construction costs or to evaluate potential construction cost savings

IV. INFORMATION TO BE FURNISHED BY OTHERS, IF NEEDED:

A. Written geotechnical report, including foundation design recommendations and earthquake design data
B. Description of site conditions, including topographic, boundary, and utility surveys, existing structures, and so forth
C. Special live loads in excess of building code requirements
D. Special environmental conditions and loads
E. Weight, type, and location of mechanical, electrical, plumbing, and fire suppression equipment and systems
F. Existing structural drawings that accurately and fully describe as-built structural conditions, if available

V. ADDITIONAL SERVICES

Additional services are those that arise as a result of unforeseen circumstances during the design or construction of a project and that are not included in the scope of work described in this Basic Service Agreement.

The following items are considered additional services and shall be billed on a time-and-material basis according to our standard billing rates in effect at the time of service, in addition to fees quoted for basic services. Written notification will be given before we proceed with any additional services. Current hourly billing rates are as follows:

Principals	$285.00	-	$310.00
Associate Principals	$235.00	-	$260.00
Senior Associates	$235.00	-	$260.00
Associates	$220.00	-	$245.00
Project Managers	$185.00	-	$205.00
Senior Project Engineers	$165.00	-	$185.00
Project Engineers	$155.00	-	$175.00
Structural Designers	$135.00	-	$155.00
CAD/BIM Specialists	$165.00	-	$185.00
CAD/BIM Technicians	$125.00	-	$145.00
Admin. / Accounting	$100.00	-	$160.00

A. Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement
B. Redesign to reduce construction cost where the reason for the excessive cost is outside the control of Tipping
C. Redesign services required by major changes in architectural design after the schematic design phase has been completed
D. Redesign services requested to accommodate particular construction materials, methods or sequences, or services related to contractor's construction-related equipment such as cranes, hoists, drill rigs, earth moving and material transport equipment, bobcats, and so forth
E. Services resulting from corrections or revisions required because of deviations from the Contract Documents in construction by the contractor
F. Services in connection with any public hearing, arbitration, or legal proceedings with respect to the project, including assisting in preparation for litigation or arbitration as witnesses or consultants
G. Services necessitated by fire or other damage to construction

VI. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the fees quoted for basic services and include actual expenditures made by Tipping in the interest of the project. They shall be billed at 1.1 times direct cost and are payable monthly as incurred. Reimbursable costs include, but are not limited to, the following:

A. The cost of reproduction of all documents for Client's use
B. Travel expenses to include parking, bridge tolls, mileage at the current IRS rate, air fare, car rental, cab service, per diem and so forth.
C. Fees and charges for services contracted on Client's behalf
D. Expenses for materials purchased on Client's behalf
E. Messenger and other special delivery services

VII. PAYMENTS WITHHELD

No deductions shall be made from Tipping's compensation on account of claims of penalty, liquidated damages, and negligent errors or omissions in performance of professional services by Tipping except pursuant to a mediated agreement, an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association, or a judicial award.

VIII. OWNERSHIP AND USE OF DOCUMENTS

A. Documents produced by Tipping under this agreement are instruments of service and shall remain the property of Tipping. They shall not be used for any other purpose or project, without express written agreement and appropriate compensation to Tipping.
B. If requested, Tipping will provide some or all of the structural drawings in electronic form for use by subcontractors in preparation of shop drawings. A separate agreement covering appropriate use of the files will be executed between Tipping and the subcontractor requesting the files.

IX. EXPIRATION OF PROPOSED AGREEMENT

This proposed Agreement shall expire if not accepted within 60 days of the date of execution by Tipping.

X. SUSPENSION & TERMINATION OF AGREEMENT

If the Client fails to make payment when due Tipping for services and expenses, Tipping may, upon seven days written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Tipping within seven days of the date of the notice, the suspension shall take effect without further notice. Tipping shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

The Client may suspend this agreement upon written notice to Tipping if the project is temporarily postponed.

This agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance of such other party, or if the project should be abandoned.

In the event of such termination or suspension, Tipping shall be compensated for all services performed plus any sums due for Additional Services and Reimbursable Expenses incurred prior to such termination or suspension. If compensation in this agreement is based on a fixed fee, the amount due for services performed will be based on percentage of completion, or on hourly rates and actual time spent, whichever is greater.

XI. INSURANCE

All parties to this Agreement and, to the extent permitted by law, all professional consultants involved with this project shall maintain worker's compensation insurance coverage and comprehensive general liability insurance coverage with bodily injury and property damage. In addition, all professional consultants shall maintain professional liability insurance. The minimum limits shall be as follows:

Coverage	Limits
Professional Liability	2,000,000 per claim
	2,000,000 annual aggregate
Commercial General Liability	1,000,000 per claim
	2,000,000 general aggregate
Workers Compensation	1,000,000 per claim
Automobile Insurance	1,000,000 combined

XII. VERIFICATION OF EXISTING CONDITIONS

Inasmuch as the construction in or adjacent to existing buildings requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees that except for negligence on the part of Tipping the Client will hold harmless, indemnify, and defend Tipping from and against any and all claims arising out of the assumptions made regarding existing conditions.

XIII. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Tipping's liability to the Client for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees) arising out of this agreement, is limited to the sum of $250,000.00 or ten times the total fee paid to Tipping by the Client for this project, whichever is less. This limitation applies to liability from any cause, including but not limited to Tipping's negligence, errors, omissions, strict liability, or breach of contract, and it shall apply regardless of the legal theory pled or asserted.

In no event shall Tipping be liable for any incidental or consequential damages such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, or cost of capital.

XIV. PROFESSIONAL STANDARD OF CARE

Tipping's services shall be performed with that degree of skill and care ordinarily used in like cases by reputable members of the same profession practicing in the same or a similar locality under similar circumstances, and using reasonable diligence and judgment in the exercise of professional skill and care. No warranty or guarantee is expressed or implied, and no other provision of this agreement shall impose any liability on Tipping in excess of the requirements of said standard of care.

XV. MEDIATION AND ARBITRATION

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to all work/responsibilities under this Agreement shall be subject to mediation exclusive of legal counsel under the auspices of a recognized neutral third-party professional mediation service or

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other mediation method mutually acceptable to the parties prior to undertaking any other dispute resolution action. The cost of the mediation service shall be equally borne by the parties. A demand for mediation shall be made within thirty days after the claim, dispute, or matter in question has arisen.

In the event that the claim, dispute, or matter in question is not resolved to the satisfaction of both parties by the nonbinding mediation process described above, it shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, provided the amount of the claim is less than $100,000.00.

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EXHIBIT Q-3

PROSSER | PRIME AE

February 14, 2024

ACON Construction
3653 Regent Blvd., Ste 401
Jacksonville, FL 32224

RE: Proposal for Landscape Architectural Services for Design Development Plans: James Weldon Johnson Park

Dear ACON:

We are excited to hear that the City would like to proceed with the project. We appreciate this opportunity to offer our services for the improvements to James Weldon Johns Park in Jacksonville, Florida. We are submitting this proposal to provide design development level technical drawings, limited to hardscape, landscape, irrigation design and site lighting coordination.

This scope has been developed based upon our general understanding that HOOD Design Studio and Prosser | PrimeAE will be contracted with ACON Construction, which holds a design-build contract with the City of Jacksonville. We will serve as the Landscape Architect of Record for the project. We will be extensively involved in the development of the technical drawings for the landscape architectural scope of the project, while attending team meetings and providing overall knowledge of the project. In general, we understand that the project will include the complete demolition of the existing park hardscape, with the preservation of selected existing trees. The design development drawings will be based on the schematic design developed by HOOD Design Group, dated 2023-12-20 and included as Exhibit 'A'. It is also our understanding that this plan has been approved by the City to proceed to design development drawings. The design development scope is assumed to include the following design elements:

- Grand lawn
- Water Garden Feature
- Children's Garden
- JWJ Poet's Circuit
- Seatwalls at Stage
- Pine Flatwoods Flora Garden
- Market Garden and Shade Structure
- Gaming Garden
- Oak Hammock Flora Garden

The project limits are limited to the city block in front of City Hall, excluding any improvements within adjacent roadways. Additionally, excluded are any vertical structures, such as at the JTA structures and stage along Hogan St.

In summary, the project coordination process is understood to include the following:

a. Prosser assumes supervisory control of Design Development production.
b. Client interface is a joint effort between HOOD Design Studio / ACON Construction and Prosser | PrimeAE.
c. Production Team (HOOD Design) works under the direction of Prosser | PrimeAE.
d. Prosser directs the design development process while coordinating with HOOD Design Studio / ACON Construction.
e. Sub-consultants shall coordinate directly with Prosser while including HOOD Design Studio / ACON Construction.

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f. QA / QC process and engagement shall be directed by Prosser |PrimeAE.

The final product will be a complete design development package which demonstrates the design intent for the project design elements stated above.

Task 1 - Project Initiation, Meetings & Coordination

Prosser will assist with the overall project coordination, in conjunction with HOOD Design Studio and ACON. This includes coordination with the City, design team members and subconsultants. This task will also include design team meetings and any targeted agency meetings with City of Jacksonville departmental staff, as needed via conference call or onsite reviews.

We have included the following meetings in this task. Should the meetings exceed these limits, additional work would be billed on a time and materials budget, upon approval by ACON, per the fee table below.

- (12) Weekly Virtual Design Review Meetings – March 4th to June 4th
- (3) In-Person Meetings in Jacksonville with City, design team members or subconsultants
- (2) Onsite Review Meetings

Task 2 – Downtown Development Review Board (DDRB) Submittal & Process

Prosser | PrimeAE will lead the DDRB submittal process. The documentation associated with obtaining DDRB approval can be extensive and driven through an iterative process. Iterations typically require the creation of graphics, presentations, and a coordinated effort with the entire team to ensure project elements are graphically documented and coordinated at the conceptual level. We envision deploying the required two-step process for this project which entails (conceptual approval and final approval with the City). We also anticipate including in this task coordination with agencies/authorities with the City to ensure compliance with the Downtown Streetscape Guidelines and any special requirements associated with the Downtown Overlay Zone. This proposal includes with the following:

- DDRB Workshop – Includes our team's attendance and assistance with preparation of the materials to facilitate discussions for the workshop prior to the approval processes.
- Conceptual Approval Hearing – Includes our team's attendance, coordination with HOOD Design Group, ACON and subconsultant to incorporation comments from the DDRB workshop and development/coordination of documents for the conceptual hearing.
- Final Approval – Includes our team's attendance, the addressing of comments, and documentation/coordination of presentations/exhibits associated with the final approval.

Prosser will oversee the preparation of the documents developed by HOOD Design Studio, as a supporting exhibit for the presentations noted above. These are the only deliverables contemplated in this task (assumes the submittal packages will be compiled by HOOD Design Studios and delivered by Prosser | PrimeAE). Color renderings and three-dimensional exhibits are not included, however these can be generated in-house and be provided as an additional service.

Task 3 – Design Development Documents

As the Landscape Architect of Record, Prosser | PrimeAE will provide Responsible Supervising Control for the project. Generally, Prosser | PrimeAE supports the Design and Production efforts by HOOD Design Studio. The relationship where both the design and production are performed in the same shop with another firm (Prosser | PrimeAE) providing Supervising Control. HOOD

Design Studio will provide, lead, and confirm design intent. Prosser | PrimeAE will provide direction related to technical design for the plans and details implementation documents.

a. Prosser | PrimeAE will initiate plans and details development, based on the approved schematic design. This task includes providing direction on drawings to be produced by HOOD Design Studio and the design team. The direction provided may be a combination of hand sketches and/or CAD design. Final CAD design drawings, production and compilation of Design Development package will be the responsibility of HOOD Design Studios. Prosser | PrimeAE will direct assist with the preparation of technical drawings related to landscape architectural scope. Prosser will assist with providing a design development level opinion of construction cost in this task, limited to the proposed design elements.
b. Prosser | PrimeAE will review the project outline technical specifications developed by Hood Design Studios and subconsultants.
c. Prior to submittals to the City at 50% and 100% completion, the entire design development package will be submitted for QA/QC to Prosser | PrimeAE. The package shall be submitted a minimum of three (3) weeks before the established submittal date. Reviewed documents will be returned within one (1) week to allow implementation of comments. A complete revised backcheck set will be submitted to Prosser | PrimeAE for final review, prior to submittal. Timeframes may be adjusted as may be mutually agreed upon by the design team and ACON.

CAD base plan drawing will be produced and used for coordination purposes with design team members and project design leadership. We anticipate that the following work products will need to be produced for the design development package:

1. Comprehensive hardscape base plan including existing adjacent building footprints, and all proposed hardscape elements.
2. Demolition plan to identify existing hardscape and landscape elements proposed to BE removed.
3. Preliminary site and materials identification plan and schedule
4. Preliminary detailed hardscape grading and drainage plans
5. Elevations, sections and details of hardscape elements
6. Preliminary landscape plan, details and schedule
7. Preliminary site light fixture selection, details and lighting schedule with specifications
8. Preliminary site furnishing plan with cut sheets
9. Materials selections and sample board(s)
10. Downtown Development Review Board (DDRB) conceptual and final approval review process

FEE SUMMARY

TASK	DESCRIPTION	FEE
1	Project Initiation, Meetings and Coordination (Lump Sum)	$ 3,500.00
2	DDRB Submittal & Process (Lump Sum)	$ 15,000.00
3	Design Development Documents (Lump Sum)	$ 15,500.00
	Reimbursable Expenses (Budget)	$ 500.00
	Total	$ 34,500.00

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EXHIBIT Q-3

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long-distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

Our scope of work for this project does not include the following and are specifically excluded:

- Site Planning
- Presentation graphics and attending meetings/presentation and public meetings outside of DDRB
- Zoning or Land Use Deviations, Modifications, or Amendments
- Signalization Design
- FDOT Access Review Committee
- 3D Visualizations and walk/fly throughs
- Environmental studies/analysis
- Transportation Engineering Design or Signalization Studies
- Fountain Construction Engineering Design and Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Surveys (Topographic, Tree, Utility, Locates, etc.)
- Land or Easement Acquisition Elements
- Electrical Engineering Design
- Final site lighting design or photometrics
- Structural Engineering Design
- Geotechnical Engineering
- Civil Engineering to include onsite and offsite stormwater modeling or design
- Offsite Utility design and permitting
- Fire Protection studies, analysis or design
- Flood zone analysis and FEMA permitting
- Architectural Drawings
- Final Architectural design and engineering plans & details
- Value Engineering
- Permit/application fees
- Hard copies of any plans or technical specifications
- Preparation of City Standard Bid Package Document
- Comprehensive construction representation and administration
- Elevated Platform, Walls and Overhead Structural Engineering Design
- Professional Sculpture Design and Production

Sincerely,

PROSSER | PRIME

Shawn Bliss, RLA, LEED AP
Vice President

Timothy D. O'Reilly, RLA
Senior Landscape Architect

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EXHIBIT Q-3

Accepted By:

_____
Signature

_____
Typed Name and Title

_____
Date

EXHIBIT Q-3

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.

2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.

4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.

5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.

6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.

7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.

8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

   The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.

9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED $15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**

10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.

11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.

12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

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EXHIBIT Q-3

PROSSER | PRIME AE

Hourly Rate Schedule

Effective May 2023

Planning & Engineering

Senior Vice President	$300
Vice President	$250
Project Director/Chief	$235
Senior Project Manager	$200
Project Manager	$190
Senior Engineer	$185
Engineer	$150
Senior Planner & Senior Landscape Architect	$180
Planner & Landscape Architect	$150
Senior Graphic Arts Director	$170
Graphic Art Designer	$130
Senior Designer	$150
Designer	$120
CADD Technician	$105
Clerical	$ 95
Administrative Support	$ 95

Project & Business Services

Project Administrator	$160
Sr. Project Researcher	$150
Project Researcher	$145
Sr. Public Relations Liaison	$160
Technical Writer	$115

Information Services

Programmer	$150
Information Systems	$150
GIS Programmer	$165
GIS Analyst	$140
GIS Technician	$125

CEI/Construction Management Services

Resident Engineer	$175
Construction Project Manager	$190
Sr. Construction Inspector	$125
Construction Inspector	$105

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

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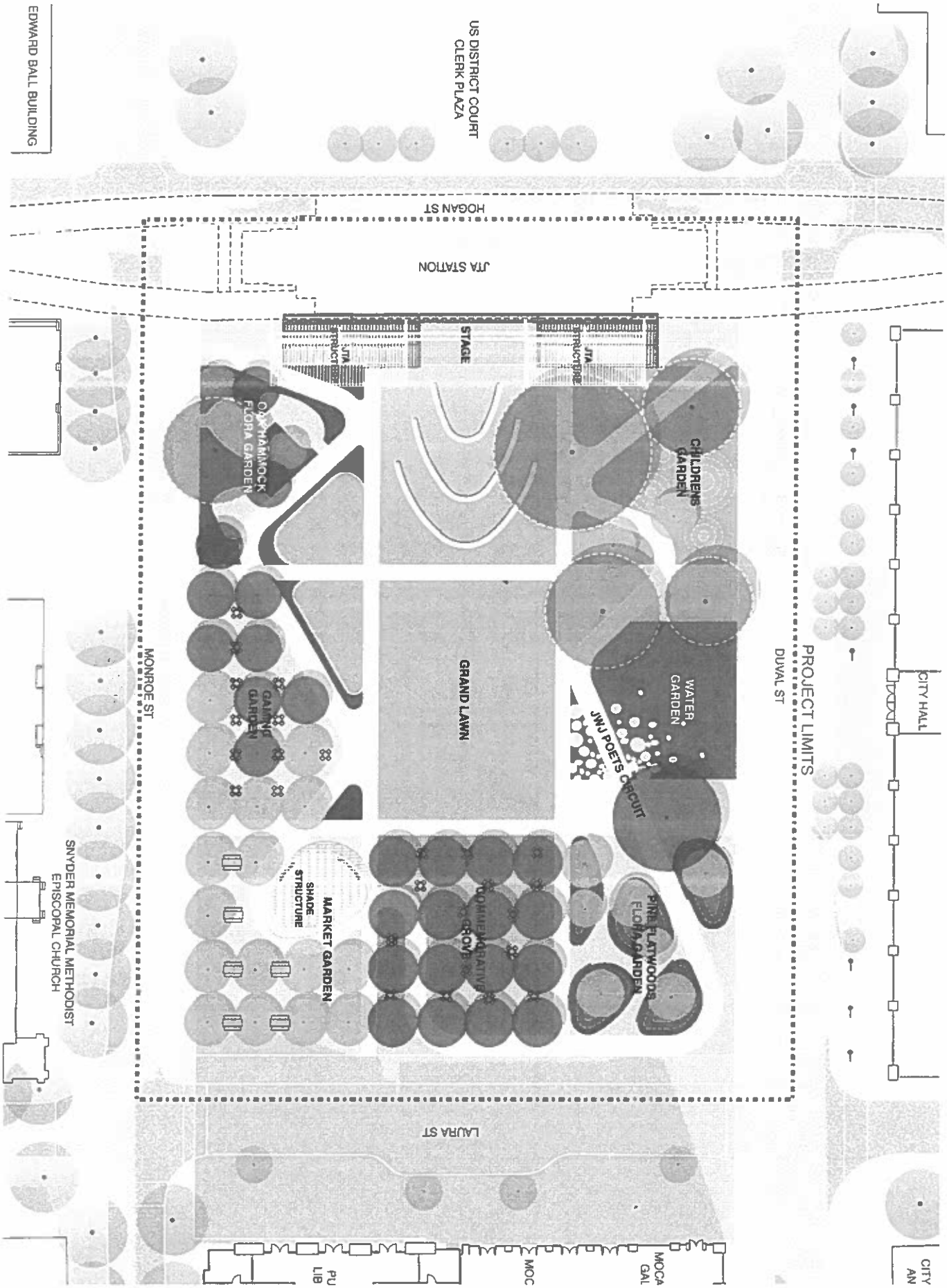

JWJ Park - Schematic Design

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EXHIBIT Q-3

atelier ten

ACON Construction
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

13 February 2024

BY EMAIL

11904-FEE-CMG

James Weldon Johnson Park Renovation– Design Development Proposal Letter, Rev

Dear ACON Construction,

Thank you for inviting Atelier Ten to submit this revised proposal to join the design team for the James Weldon Johnson Park Renovation. This revised proposal includes design development phase only. We look forward to working with you.

Atelier Ten has an inspired and sustainable approach to lighting design for interior and exterior projects. For outdoor environments, we start with a full understanding of the site, surroundings, culture, users, and design objectives so that we can develop an appealing and environmentally appropriate lighting plan. With careful attention to the intensity, direction, distribution, and color of light, we support concepts with analysis, documentation, and technology to create satisfying and efficient results. Our urban illumination projects include a wide range of streetscapes, plazas, parks, event spaces, building exteriors, and parking facilities.

Our Lighting Design practice enhances the human visual experience and environmental performance of buildings through inspired, creative, and collaborative design.

LONDON
MANCHESTER
GLASGOW
EDINBURGH
NEW YORK
NEW HAVEN
SAN FRANCISCO
BANGKOK
SINGAPORE
MELBOURNE
SYDNEY

104 West 29th St, 8th Flr
New York, New York 10001
T +1 (212) 254 4500
F +1 (212) 254 1259
newyork@atelierten.com
atelierten.com

Firm Description

Atelier Ten is a collaborative, interdisciplinary, and innovative firm of environmental design consultants and lighting designers dedicated to sustainability for the planned and built environment. An international firm, Atelier Ten provides an integrated service, marked by accessibility, reliability, and efficiency at every level. Founded in 1990 in London by a team of progressive engineers, we have since expanded, with offices in New York, New Haven, San Francisco, London, Glasgow, Edinburgh, Bangkok, Singapore, Melbourne, and Sydney.

Project Description

The James Weldon Johnson Park Renovation is the redesign of 2-acres of open-space in Jacksonville, FL. Positioned in the city's central square, the park currently serves daytime workers in the area, hosts events, and contains rotating and permanent public art. The new park will rethink to accommodate new use, aging facilities, materials and vegetation. The program includes central plaza, picnic lawns, water feature, performance space, gardens, market plaza, and multi-purpose structures.

The Project construction budget is unknown at the time of this proposal.

This proposal is based on the James Weldon Johnson Park Renovation RFP dated 10/4/2023 and JWJ Park SD Design Plan dated 12/20/2023.

Project Team

Director Chad Groshart will serve as Atelier Ten's principal in charge of this project. Atelier Ten will assign a project manager who will serve as the primary contact, manage Atelier Ten's project team, and carry out project work under the supervision of the principal in charge.

Scope of Work

BASE SERVICE – LIGHTING DESIGN

Atelier Ten will provide lighting design consulting services for the Design Development phase of this project. This work includes the following space types: all exterior public and program spaces, exterior building-mounted lighting, and adjacent landscape lighting.

DESIGN DEVELOPMENT

- Review available architectural and engineering design documentation, provided by the architect / landscape architect.
- Visit the site to assess existing conditions during day and night-time. Atelier Ten will not be providing a survey of existing lighting but will take spot readings and confirm general location and lamp type.
- Visit the site to assess existing conditions, to be completed in conjunction with a meeting in Jacksonville.
- Provide written narrative of lighting treatments & methods.
- Provide visual and luminaire research for the project and share with the design team.
- Provide up to three (3) lighting renderings.
- Provide preliminary lighting layouts in AutoCAD on backgrounds provided by the Architect and Landscape Architect, issued as (1) QA/QC print and (1) final print.
- Provide preliminary lighting Details.
- Provide preliminary luminaire Schedule.
- Perform small-scale mockups as necessary.
- Review lighting equipment cost estimates provided by others and assist in up to one round of value engineering considerations.

- Participate in working design meetings to refine lighting concepts, review luminaire and control strategies, and coordinate architectural and engineering details.
- Provide preliminary lighting control sequence of operations and color-coded zoning diagram.
- Recommend preferred lighting control system to design team. The specification and documentation of the lighting control system is the responsibility of the Electrical Engineer and should be coordinated with the lighting controls manufacturer.
- Review of Electrical Engineer's lighting control system specification and documentation for design intent.
- Coordinate with the Electrical Engineer regarding emergency lighting requirements that the engineer will document.
- Provide assessment of feasibility of lighting-related LEED or other benchmarking system credits.
- Meetings in Jacksonville, FL: up to two (2), plus conference calls as needed

Additional Services

Additional Services are sometimes required for projects of a certain scale or complexity. If the client determines that any of these Additional Services would benefit the project, Atelier Ten would be pleased to provide them under a separate agreement. A comprehensive list is in Appendix 1.

Exclusions

The following services are NOT included in this proposal for Base Services and are understood to be provided by another consultant.

- Building commissioning
- Envelope commissioning
- MEP engineering
- Cost Estimating
- Civil and site engineering
- Landscape design
- Emergency or exit lighting
- COMCheck Compliance for envelope, mechanical, and lighting
- Light fixture quantities or part numbers for purchase or budgeting.

Schedule

The proposal is based on the following understanding of the project timeline/schedule:

Project kickoff	February 2024
Design Development	3 months
Construction Documentation	6 months
Bidding and Negotiation	4 months
Construction Administration	12 months
Project completion	March 2026

Fees

The above work for the James Weldon Johnson Park will have the following Base Fee for Lighting Design:

	Park Design	Reimbursable Expenses
Design Development	$35,000	$2.100
		$2.100
TOTAL BASE FEES	$35,000	

Atelier Ten reserves the right to renegotiate our scope and fee if this proposal letter is not executed within three months of the issue date.

Atelier Ten reserves the right to renegotiate our fee if the design or construction schedule is lengthened by more than three months beyond the durations indicated above, or if the budget is increased by more than 10% beyond the estimated construction cost specified above.

This scope of services can be accepted in its entirety or on a phase-by-phase basis with Atelier Ten reserving the right to renegotiate our fee at the commencement of a new design phase. Any additional services requested by the client beyond the agreed Base Services above or change of work orders shall be provided for under a separate fee agreement, or shall be paid on a time charge basis, as listed in Appendix 1.

Typical reimbursable expenses, which are not included in the Base Fees, include travel, lodging and food costs; international telephone and data fees; and printing and postage costs. LEED registration and certification fees are set by the GBCI and are to be paid by the client directly to GBCI. These expenses are further explained in Terms and Conditions below.

Terms

This work is subject to Atelier Ten's agreement terms listed under Terms and Conditions of Agreement or a suitable consulting agreement to be negotiated. Please sign below to accept the proposal and authorize Atelier Ten to begin work on the project.

I trust that this proposal meets your needs and that you will contact me if we can adjust it to better suit the project.

EXHIBIT Q-3

Yours sincerely,
For Atelier Ten USA LLC,

Chad Groshart
Director

Agreed to,
For ACON Construction,

_____
Signature

_____
Name

_____
Date

CC
Josh Spitzig, Atelier Ten, Joshua.spitzif@atelierten.com
Alexis Creed, Atelier Ten, alexis.creed@atelierten.com

ATTACHMENTS
Appendix 1: Optional Additional Services
Appendix 2: Terms and Conditions of Agreement

APPENDIX 1: ADDITIONAL SERVICES

Additional Services are sometimes required for projects of a certain scale or complexity. Any additional services requested by the client beyond the agreed Base Services above or change of work orders shall be provided for under a separate fee agreement, or shall be paid on a time charge basis using the hourly rates listed below.

Rates are valid through July 2024

Director	$350
Divisional Director (Director NY, Director SF)	$315
Associate Director	$285
Associate	$250
Senior Designer	$205
Designer	$175
Design Staff	$155
Admin	$150

Rates are exclusive of reimbursable expenses but are inclusive of office overheads, including administrative and domestic telephone expenses.

ENVIRONMENTAL DESIGN

- Provide analysis and consulting necessary to optimize the project for thermal and visual comfort, energy efficiency, and other sustainability goals. Atelier Ten will identify performance goals to support design process; recommend, test and refine specific design strategies to support sustainability goals, including those for energy and carbon emissions, water use, sustainable materials, comfort, and indoor environmental quality; and prioritize the most effective strategies and coordinate their integration.

ENERGY ANALYSIS

- Analysis or modeling to guide the design of district energy systems or campus central energy plants.
- Additional thermal or energy simulation runs beyond those described above as a Base Service.
- Energy modeling for compliance with local or state energy code such as Title 24, NYC DOB, MEPA.
- Energy modeling for compliance with utility incentives programs such as NYSERDA, National Grid, NSTAR, Energize CT, Savings by Design.
- Energy modeling for compliance with tax credits.
- Advanced computational modeling (CFD or bulk airflow) of air movement within buildings for the assessment of air quality, air path and distribution, natural ventilation effectiveness, downdraft conditions, or other airflow-related phenomena.

LEED PROGRAM ADMINISTRATION

- Coordinate all aspects of the LEED certification process through the Green Business Certification Inc. (GBCI), Atelier Ten will perform quantitative credit analysis as applicable to Atelier Ten's scope, provide design and implementation guidance to the

project team, and complete or coordinate all documentation necessary to achieve a Certified, Silver, Gold, or Platinum LEED rating.

LIGHTING DESIGN

- Participating in meetings, site visits, or design support conference calls beyond those specified in the Base Service.
- Additional presentational renderings.
- Additional Construction Documentation red-marked plans or Revit updates beyond those specified above as a Base Service.
- Additional illuminance simulations or lighting energy modelling.
- Substantial redesign due to schedule extensions or after the final Design Development package has been accepted.
- Luminaire re-specification due to contractor delays.
- Lighting recommendations or layouts for storage, mechanical, and back-of-house spaces.
- Parking or roadway lighting design.
- Custom luminaire design.
- Operation and maintenance handbooks.
- Photometric reporting.
- Calculations or application paperwork related to energy or green building certifications or to compliance or rebate programs.
- Lighting sample procurement and/or mock-ups outside of Atelier Ten Light lab space.
- COMCHECK.
- Utility incentive programs.
- Daylighting design and calculations.
- Lighting control system specifications.
- Additional site visits to ensure punchlist items have been addressed.

APPENDIX 2: Terms and Conditions of Agreement

Please read this document carefully. It contains very important information about your rights and obligations.

1. **Parties and Intended Beneficiaries and Uses**
   This Agreement is between Client and Atelier Ten and is not intended to create any third party rights or benefits. Any and all obligations and deliverables from Atelier Ten are intended solely for client's use on this Project and may not be assigned, transferred, used on any other project, or used by any other person or party without Atelier Ten's written consent.

2. **Agreement**
   These Terms & conditions along with any and all Proposals, Exhibits and Schedules attached hereto, represent the entire and integrated agreement between Client and Atelier Ten with regard to the Project and supersede all prior negotiations, representations or agreements, with written or oral. All actions, communications, and documents generated by Atelier Ten with respect to the Project shall be covered by these Terms & Conditions. This integrated Agreement may be amended only by written instrument signed by both Client and Atelier Ten.

3. **Standard of Care**
   Atelier Ten's Standard of Care for purposes of this Agreement and Project shall be to provide its Services and prepare any deliverables in a manner consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations. No warranty, expressed or implied, is made.

4. **Scope of Services/Additional Services**
   Atelier Ten's Scope of Services and obligations under this Agreement are as expressly defined in the accompanying Proposal, Exhibits, and Schedules. Atelier Ten shall have no other obligation, implied or otherwise, for the Project unless agreed to in writing.

   Any Additional Services outlined in the Proposal Letter are not provided under this Agreement. Atelier Ten will provide Additional Services only at the written direction of the client or under a separate written agreement with Atelier Ten.

   The Base Services do not include the following:
   - Work related to discovery and/or abatement of hazardous materials.
   - Redesign services directly resulting from poor cost estimates.
   - Redesign work carried out specifically to offset project construction cost increases in areas of the project not touched by Atelier Ten's scope.
   - Redesign work required by change in directions, approvals, or authorizations by the client.
   - Conditions different or changed from the assumptions underlying these Terms and Conditions or the Proposal.

   Any Additional Services or Changed Services shall entitle Atelier Ten to an equitable adjustment to its fee and schedule for the Project and may be subject to such other terms and conditions as may be equitable under the circumstances.

5. **Required Information& Responses**
   In order to carry out the Base Services outlined in the Proposal. Atelier Ten may require information from the Client. Client shall provide all such available information promptly upon Atelier Ten's request. Such information may include, but is not limited to the following:
   - Scaled architectural drawings (plans, sections, elevations) in CAD-compatible .dwg or .dxf format and hard copy, half-size format
   - Areas of all exterior surfaces broken down by orientation into glazing, opaque wall, roof, and basement wall and floor areas
   - Written descriptions of wall constructions and glazing performance
   - Occupant densities, activities, and locations
   - Equipment densities and locations, and artificial lighting power density and fixture location

   If this information is not available, Atelier Ten will coordinate with the Client on how to collect this information and will charge separately for time spent collecting and preparing this information.

   Client shall provide all requested directions, authorizations, reviews, and approvals promptly.

6. **Energy Modeling Assumptions**
   Atelier Ten's Energy Modeling services are based on access to and the accuracy of the following:
   - Owner's project requirements
   - MEP basis of design narrative
   - Building occupancy schedule
   - HVAC system sizing inputs and outputs (such as Trane TRACE or Carrier HAP)
   - Project design documents including drawings and specifications
   - CAD architectural plans, furniture layouts, elevations, and sections
   - Mechanical, electrical and plumbing drawings with completed equipment schedules in. pdf format
   - Mechanical single line diagrams for air and water flows
   - Total fan system static pressure and fan motor brake horsepower. Fan system component pressure drop (filters, coils, heat exchangers, etc.)
   - Mechanical system temperature setpoints
   - Space by space temperature and humidity setpoints for both occupied and unoccupied periods
   - Space by space equipment, process, occupancy, and lighting loads
   - Sequence of operation for building HVAC system
   - Mechanical equipment cut-sheets
   - Site lighting and façade lighting power requirements and schedule
   - Building envelope: walls, roof, glazing composition and specifications. Include material thicknesses, type and target R-value for assembly. SHGC for glazing.

7. **Schedule of Meetings**
   The Base Services set out in the Proposal Letter shall cover participation at the number of design and/or project meetings specified in the Proposal Letter. A Project Meeting is considered to be any meeting requiring up to eight hours of participation

by Atelier Ten staff. A Design Meeting is considered to be any meeting requiring up to four hours of participation by Atelier Ten staff. Any participation by Atelier Ten staff in meetings, site visits, conference calls, or other project-related events beyond what is stipulated within the Base Services will be considered an Additional Service.

8. **Professional Fee**

Atelier Ten's fees for providing the Base Services (the "Base Fees") will be charged as outlined in the Proposal Letter. The Base Fees exclude reimbursable expenses and tax, if applicable, and cover only the provision of the Base Services. All interior Architectural Lighting design services when performed under agreement with New York-based architects, interior designers and/or owners will be subject to NYS sales tax.

Any increase by 10% or more in the estimated construction cost of the Project will increase the Base Fees proportionally. Any decrease in construction costs will not change the Base Fees.

If the Services of this agreement are not contracted within 90 days following the issue of the Proposal Letter, Atelier Ten reserves the right to renegotiate our Base Fees and the Terms and Conditions of Agreement.

9. **Terms of Payment**

1. Atelier Ten will invoice monthly on the basis of work completed in that month.
2. Invoices should be paid upon receipt. Client has seven days from invoice issuance date to notify Atelier Ten in writing of any discrepancies or disagreements with the invoice. After the seven-day period has elapsed, the invoice will be deemed accepted.
3. In the event that payment is more than 28 days overdue, Atelier Ten reserves the right, in its sole discretion, to notify the client in writing of its intent to suspend all work on the Services until payment in full is received.
4. For any fees assessed in foreign currency, the amount due to Atelier Ten shall be no less than the US dollar equivalent of the foreign currency fee as calculated on the day of issue of the invoice.
5. Payments shall be made by check payable to Atelier Ten USA LLC, and addressed to Atelier Ten at 104 West 29th St, 8th Floor, New York, NY 10001. Please call for wire transfer details.
6. In the event that work on the Project is suspended or abandoned by the Client, Atelier Ten will immediately require payment of the greater of (i) all fees for all services completed to date, plus an administration fee of 10% of the entire Base Fee, or (ii) 20% of the Base Fee.
7. Reimbursable expenses, exclusive of the Base Fee, shall be reimbursed at cost and shall be payable upon receipt of the relevant invoice. Reimbursable expenses shall include but shall not be limited to the following:
   - Any and all travel by Atelier Ten staff for work on the Project. Any air travel requiring flight segments of more than five hours will require Business Class accommodation.
   - Lodging expenses when travel requires an overnight stay.
   - Meal per diem of $100 when travel requires an overnight stay.
   - Fees of other consultants hired by Atelier Ten on behalf of Client.
   - Registration and administration fees of third-party benchmarking programs,

(LEED registration and certification fees are set by the GBCI and are to be paid by the client directly to GBCI).

- Costs incurred procuring technical documents required for carrying out Services.
- Printing and reproduction costs including deliverable documents (reports, drawings).
- Mailing and courier costs.

10. Limits & Exclusions

1. Atelier Ten is a building performance, lighting design and sustainability consultancy only. Atelier Ten does not provide licensed engineering services in the US and does not provide design engineering calculations or system design drawings for construction documents.
2. Any building performance simulations delivered by Atelier Ten are valid only for the specific set of boundary conditions of the simulation as stipulated in the simulation results report. These boundary conditions include, but are not limited to: building orientation, building geometry, building construction, glazing geometry, glazing performance, occupancy numbers and schedules, equipment loads, plug loads, and lighting power densities.
3. Any projections of LEED ratings delivered by Atelier Ten are estimates only. We cannot guarantee that the US Green Building Council will certify any project. Atelier Ten shall not be held responsible for nor shall it have any liability for (i) US Green Building Council rulings that differ from those anticipated or (ii) building costs incurred in the effort to obtain a LEED certification.
4. Illuminance calculation results generated by lighting calculation software applications are subject to many variables. Atelier Ten will endeavor to document assumptions used for the calculations, but we caution that photometric calculations are <u>not</u> an effective representation of the perceived brightness or lighting quality of a space. Additionally, Atelier Ten will not be held liable for the failure of the installed lighting system to meet our calculated results within +/- 10 fc maintained owing to the many variables (such as final finish color and reflectance, installation quality, etc.) outside of our control.

11. Governing Law

The Contract Documents and the Services provided hereunder shall be governed by the laws of the jurisdiction where Atelier Ten's office primarily responsible for the services and deliverables hereunder is located.

12. Arbitration

Any claim or dispute between the parties to the Contract Documents shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties otherwise agree in writing. A demand for arbitration shall be made with 15 business days after the parties fail to agree a resolution of the claim or dispute and shall in any case be made prior to the date when institution of legal proceedings would be barred by the applicable statute of limitations. The parties hereto agree that any award rendered by the arbitrator shall be final and conclusive.

13. Warranties; Disclaimers

Atelier Ten will not be liable to Client for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised o the possibility of such damages, or for any claim by any third party unless and only to the extent

directly caused by Atelier Ten's gross negligence of willful misconduct. In no event shall the officers, directors, owners or employees of Atelier ten be personally liable for any obligation under this Agreement or for any alleged breach of this Agreement.

14. **Project Documents**

All documents, reports, survey results, sketches, test data, models, mock-ups, renderings, computations, photographs, inventions, works, design concepts and details prepared by Atelier Ten, or its agents or consultants, for the Project (collectively, "Project Documents"), are instruments of services and shall remain the sole property of Atelier Ten. Provided that Client has made all payments required under this Agreement, Client shall have an exclusive license for the use of such documents for the Project and any future use or modification of the Project. Client may not use such documents for any other purpose.

15. **Recognition**

Any use of Atelier Ten's work products, including but not limited to diagrams, illustrations, sketches, renderings, charts, graphs, and tables shall clearly identify and credit Atelier Ten as the source of the item. The Client shall include notice of Atelier Ten as consulting environmental designer and/or lighting design consultant on all project-specific brochures, drawings, press releases, job signs, and/or other media in which the project is mentioned or illustrated.

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EXHIBIT Q-3

IMEG

~~October 17, 2023~~
~~January 5, 2024~~
February 14, 2024

Frank Anderson
ACON Construction
3653 Regent Blvd
Jacksonville, FL 32224
c/o Michael DeGregorio michael@hooddesignstudio.com

RE: **Revised** Proposal for Engineering Services
James Weldon Johnson Park Renovation
Jacksonville, Florida

Dear Mr Anderson:

Thank you for the opportunity to submit a Proposal for structural and electrical engineering services for James Weldon Johnson Park's Renovation. The project could consist of the following:

- An ~4,500 SF fountain.
- An ~2,000 SF shade structure.
- Site walls.
- Food Truck Locations

<u>DESIGN PHASE SERVICES – Up to DD Level Consisting of 38% of Design Effort</u>

1. ~~Design of structural systems including:~~
   - ~~a. Foundations and concrete work for the fountain.~~
   - ~~b. Foundations and superstructure for the shade structures.~~
   - ~~c. Foundations and walls for the site walls.~~
   - ~~d. Establishing testing, tolerance, and quality control requirements for structural systems.~~
   - ~~e. Requirements for design of components by others, such as structural precast concrete, trusses, or light gauge framing.~~
2. Design of electrical systems including:
   - a. Incoming electrical service, power distribution, and grounding.
   - b. Lighting and controls.
   - c. Site lighting.
3. Project design meetings:
   - a. Participate in up to 6 project conference calls/web conferences per discipline as required.

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ASSUMPTIONS

1. Drawings of any existing civil, architectural, structural, and electrical systems, which accurately represent the existing conditions, will be provided to IMEG.
2. The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document G202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model or AutoCAD® backgrounds will be considered additional services.
3. The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.
4. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
5. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
6. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated equipment for each space will be provided to IMEG prior to completion of the Design Development phase.
7. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
8. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.
9. Identification, testing, and/or removal of hazardous materials will be by others.
10. Site utility design beyond 5'-0" of the perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, sanitary sewer shall be the responsibility of others.
11. Electric and telecommunications utility raceways for each service provider, and branch feeds (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design.

12. The telecommunications grounding and bonding infrastructure will be designed by the designer of the structured cabling system.
13. Project components designed by others include:
    a. Miscellaneous metals, such as overhead door frames, stairs, railings, roof hatches, and bollards.
    b. Finish floor elevations and exterior grades.
    c. Floor slopes, recesses, finishes, and tolerances.
    d. Fireproofing material and material finishes.
    e. Building grid layout and dimensioning.
    f. Roof slopes.
    g. Masonry control joints, contraction joints, relief conditions, and ties.
    h. Site paving and site structures, including retaining walls and exterior signage.
14. An independent cost estimator will be engaged by the Owner or Architect. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.
15. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above for a fixed fee as indicated in the tables below:

Park Scope

~~Structural Engineering Services~~	
~~Design Development~~	~~$5,900~~

Electrical Engineering Services	
Design Development	$4,800

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PROJECT EXPENSES

The following reimbursable expenses **are** included in the above fee:

1. Reproduction for one set of drawings
2. Travel expense

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. EV charging stations.
3. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
4. Mechanical, plumbing, or technology design (including structured cabling).
5. Acoustical evaluation, design, or analysis.
6. Lightning protection system evaluation and design.
7. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
8. Life cycle cost analysis.
9. ASHRAE 90.1 Energy Standards confirmation or building modeling.
10. Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.
11. LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.
12. Assistance with grants and other related funding applications.
13. Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.
14. Revising IMEG design documents as a result of equipment lead times or supply chain delays.
15. Revising equipment layout and connections, and floor plan modifications, after IMEG's Design Development documents are complete.
16. Value engineering or negotiating construction cost/scope with contractors and related document revisions after Design Development documents are complete.
17. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

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18. Systems commissioning and special inspections. Please be advised that commissioning and/or special inspections may be required by some building/energy codes, even though it is excluded from this Proposal. If commissioning or engineering-related special inspections are required, IMEG can provide a proposal for additional services, or these services may be conducted by a third party.
19. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated April 1, 2023 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.
We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions, which imply acceptance of this Proposal such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this proposal will be implied and contractually binding.

Sincerely,

IMEG CONSULTANTS CORP.

Tim Owen
Client Executive
Tim.W.Owen@imegcorp.com

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ACON

Accepted:

_____

Signature

_____

Title

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_____

Date

EXHIBIT Q-3

TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Consultants Corp (hereinafter referred to as "IMEG") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by IMEG during the completion of its services under this Agreement, (hereinafter the "Standard of Care"). If client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document whether or not signed by IMEG, shall be considered only as a document for client's internal operational management.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client and/or Client's legal agents. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by IMEG and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: IMEG has multiple offices with personnel that may provide professional services subject to this Agreement. IMEG may use any office or individual in the completion of services required for the Project. IMEG shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Standard of Care.

Billing/Payment: The Client agrees to pay IMEG for all services performed and all costs incurred. Invoices for IMEG's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify IMEG of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to IMEG for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with IMEG's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, IMEG may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions or billing disputes of any type shall not be subject to informal dispute resolutions procedures outlined herein.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless IMEG, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify IMEG and its directors, employee and agents for their own negligence or the negligence of others. IMEG agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of IMEG and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. IMEG shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, shall be written or endorsed to include additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and IMEG arising out of the Services to be provided by IMEG or this Agreement shall be subject to discussions for informal resolution. If no informal resolution is achieved within 14 business days, the Parties agree to submit the matter (excluding actions by IMEG for payment of past due fees) to non-binding mediation. Any disputes involving contractors, subconsultants, subcontractors, suppliers, or any other legal agent shall be subject to the informal resolution process as described in this section, above. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor IMEG shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or IMEG's directors, employees, agents, or consultants.

Construction Observation: When IMEG does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of IMEG do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless IMEG for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG" as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing IMEG-designed systems shall be submitted to IMEG for review prior to being approved by contract holder. IMEG will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to IMEG at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of IMEG. IMEG shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of IMEG developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of IMEG by the Client, or others acting for the Client, for any other use without the express written permission of IMEG shall

be at the Client's risk. Client agrees to defend, indemnify and hold harmless IMEG for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for IMEG to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to IMEG to release such documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither IMEG nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by IMEG, Client or their agents for the period of performance of this contract.

Termination: Either party may terminate this Agreement due to the other party's material breach of this Agreement upon providing a ten (10) day written notice to the breaching party and an opportunity of at least three (3) business days to cure. Upon termination, payment is required in full for all services rendered and expenses incurred through the date of termination. IMEG shall not be required to release any documents, files, or work product until said payments have been made. In the event services are terminated or suspended due to the Client's breach, IMEG has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension is the sole responsibility of the Client. Client has the obligation to return all documents within its possession or control if Client is in default under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of IMEG arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, contractors, and attorney fees, will be limited to $100,000. This limitation of liability has been agreed upon after Client and IMEG discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "IMEG" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions, or negligence, will be limited to IMEG's general liability insurance coverage of $1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions, and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance of IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG will notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of IMEG to perform its obligations and which IMEG is unable to prevent, including without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, epidemics, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

Equal Employment Opportunity / Rights Under Federal Labor Laws
IMEG and Client shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Other

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES WHEN APPLICABLE, IMEG IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS

BID # CDB-0112-21 **OPEN DATE: 2021-06-23**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award with Acon Construction Co., Inc. (contract # 71629-22), to incorporate the Scope and Fee Schedule, Exhibit Q-2 known as Amendment 16B, for the James Weldon Johnson Park Renovations project to remove two (2) fountains and relocate the monument to another location in the amount $258,768.63, which includes $35,000.00 in contingency and adds bonds to the project, allowing the completion of the work within 120 days from the Notice to Proceed.

Funding Source: 33101.167101.565050.010586.00000000.00000.0000000 - To be executed by formal contract amendment through the Office of General Counsel

ATTACHMENTS: Recommendation Memos, Scope and Fee Schedule and Previous Awards

ANALYST: JACLYN STAMOS **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, 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: 4/13/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/13/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS

BID # CDB-0112-21 **OPEN DATE: 2021-06-23**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award with Acon Construction Co., Inc. (contract # 71629-22), to incorporate the Scope and Fee Schedule, Exhibit Q-1 known as Amendment 16A, to provide Phase 1 Design for JWJ Park Renovations in the amount $576,002.20.

Funding Source: 33101.167101.565030.010586.00000000.00000.0000000 - $300,000.00
32124.167101.565031.010586.00000000.00000.0000000 - $200,000.00
33101.167101.565050.010586.00000000.00000.0000000 - $ 76,002.20 - To be executed by formal contract amendment through the Office of General Counsel

ATTACHMENTS: Recommendation Memos, Scope and Fee Schedule and Previous Awards

ANALYST: JACLYN STAMOS

RESPECTFULLY SUBMITTED: DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, 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: 2/9/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 2/9/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS

BID # CDB-0112-21

OPEN DATE: 2021-06-23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 7 NUMBER RECEIVED: 4 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 November 4, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) Acon Construction Co., Inc. – 117.00
2) Astra Construction Services, LLC – 109.50
3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build 106 00

Recommend approval of award to Acon Construction Co., Inc., as receiving the h ghest 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 $8,000,000.00 annually with carryover for any unused portion. To be executed by formal contract through Office of General Counsel

ATTACHMENTS: Recommendation Memo, Scoring Matrix, Section 2.6, Attachment B Evaluation Criteria, JSEB Memo, Previous Award

ANALYST: BRYAN MATUS

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: 2/3/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 2-4-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS

BID # COB-0112-21 OPEN DATE: 2021-06-23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 7 NUMBER RECEIVED: 4 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 November 4, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order).

1) Acon Construction Co., Inc – 117.00
2) Astra Construction Services, LLC – 109.50
3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 108.00

Recommend approval to enter negotiations with ACON Construction Co. Inc., as receiving the highest score in accordance with the evaluation and raking above.

ATTACHMENTS: Recommendation Memo, Scoring Matrix, Section 2.6, Attachment B- Evaluation Criteria, Previous Award

ANALYST: BRYAN MATUS

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 1/6/2022

OTHER

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SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS

BID # COB-0112-21

OPEN DATE: 2021-06-23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City of Jacksonville received four (4) proposals and all have been reviewed and ranked. Based on the average score, the following firms were determined to be the most qualified of those submitting qualifications. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services. Alphabetically they are:

1) Acon Construction Co., Inc – 88.00
2) Astra Construction Services, LLC – 82.50
3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 81.00

Pursuant to Section 2.6- Award of Contract of RFP, recommend approval to move forward with presentation/interviews before CSPEC at a future scheduled meeting

ATTACHMENTS: Recommendation Memo, Scoring Matrix, Section 2.6 Attachment B Evaluation Criteria

ANALYST: BRYAN MATUS

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: 10/14/2021

OTHER

ACTION OF AWARDING AUTHORITY

DATE 10-18-21

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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