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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award with ACON Construction Company, Inc.(contract 8150-15) to incorporate the attached Scope and Fee Summary, exhibit "EEE-2", known as AMD 56B, to provide 100% design and construction for phase 1 to renovate the existing Pine Forest Senior Center. Increase the GMP by $599,635.85 to a new GMP of $650,298.90. Work to be completed within 140 days from the notice to proceed.

Funding for this award is to be encumbered account(s): 32124.167101.566051.010768 - to be executed by contract Amendment 56B through Office of General Counsel.

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

BUYER BENJAMIN KEMP

RESPECTFULLY SUBMITTED _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Acting, Chief, Engineering and Construction Management/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

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

ONE CITY. ONE JACKSONVILLE

September 27, 2023

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler, P.E.
Acting Director of Public Works

FROM: Robin G. Smith, P.E.
Chief, Engineering and Construction Management

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

SUBJECT: Amendment 56B/ PO625948-21 CDB-0008-16 – Contract 8150-15
Acon Construction Co., Inc.
Design-Build Services - Active and Passive Parks Projects – Pine Forest Senior Center

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the Pine Forest Senior Center was awarded by Amendment 56A/ PO 625948-21 in the amount of $50,661.05 to provide 60% design to renovate the existing Pine Forest Senior Center. Amendment 56B to provide 100% design and construction for phase 1. Negotiations have resulted in the GMP amount of $599,635.85, which includes $40,000 in contingency and bonds, as indicated on the attached Scope & Fee Summary, Exhibit EEE-2 and allowing for the completion of the work within 140 days of the Notice to Proceed. Acon Construction Co., Inc. is committed to meeting the 10% JSEB participation goals established for this contract.

Accordingly, this is to recommend that amendment 56A, Contract #8150-15, originally executed August 19, 2021, between the City and Acon Construction Co., Inc. for Pine Forest Senior Center, be amended to incorporate the attached Scope and Fee Summary, Exhibit EEE-2 to increase the GMP by $599,635.85 to a new GMP amount of $650,296.90, known as Amendment 56B.

To be encumbered as follows:

Accounts	TOTAL
32124.167101.565051.010768.00000000.00000.0000000	
010768	
Parks & Rec Capital Projects - Parks and Recreation	
565051	
1	
32124-384020	
TOTAL	$599,635.85

RGS/lw

Attachment: Exhibit EEE-2
JSEB Participation

EXHIBIT EEE-2

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

Sep 23, 2023

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

Attention: Mr. Robin G. Smith, P.E.
City Engineer
Reference: Pine Forest Senior Center Renovations Final Design and Construction
DB Contract #8150-15

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 finished design and full construction of the project per the 60% design accomplished in Phase 1. Included is an allowance to make some modifications to the exterior to meet ADA. A contingency of $40,000 is also included per the base contract. The contingency is limited by budget constraints to less than the 15% allowed by contract.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $599,635.85.

The Guaranteed Completion Date (GCD) will be 140 days from receipt of building permit.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT EEE-2

ACON Construction Company

DB Contract 8150-15

Pine Forest Senior Center Renovation Final Design and Complete Construction DATE: 9/23/23

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	40	$110.00	$4,400.00
	Supervision	Hrs	320	$75.00	$24,000.00
	Administration	Hrs	30	$75.00	$2,250.00
	Bond and Limited Gen Conditions	LS	1	$26,000.00	$26,000.00
	Full Design Fees	LS	1	$42,771.50	$42,771.50
	HVAC Work	LS	1	$30,200.00	$30,200.00
	Electrical Work	LS	1	$95,000.00	$95,000.00
	Plumbing	LS	1	$32,400.00	$32,400.00
	Aplus Construction Work & Finishes	LS	1	$231,102.00	$231,102.00
	Exterior Work Allowance	LS	1	$10,000.00	$10,000.00
	Permitting	AL	1	$7,000.00	$7,000.00
	ACON Contingency (Budget Restrained)	LS	1	$40,000.00	$40,000.00
	Subtotal				**$545,123.50**
	DB Fee 10%	LS	1	$54,512.35	$54,512.35
			TOTAL		**$599,635.85**

EXHIBIT EEE-2

V·R·L
Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP
10609 Old St. Augustine Road
Jacksonville, Florida 32257
904-723-3895

27 July 2023

$42,771.50

ACON Construction Company
3653 Regent Blvd., Suite 401
Jacksonville, FL 32224

Attn: Frank Anderson, Project Manager

Re: Pine Forest Senior Center
VRL Project #1909

Subject: Change of Use of Existing City of Jacksonville Health Clinic to a Senior Center
Design Services to 100% Design and Construction Contract Administration

Mr. Anderson:

This proposal is based on our 60% Design Submittal of October 2021

Scope of Work

1. Complete demolition as required. Add removal of wood enclosure at mechanical equipment.
2. Detail construction of new exterior walls, louver and openings.
3. Detail kitchen millwork, sections
4. Locate a pre fab metal or canvas canopy to extend from the southeast entry to the bus pick up/drop off and include the handicap ramp. Design fabrication and foundations by others. (N.I.C.)
5. Evaluate the exterior lighting and improve where needed.
6. Confirm finishes and create a material and color board for User approval.
7. Coordinate with ACON to re-stripe paved parking.
8. Design new wood enclosure for mechanical equipment.
9. Will provide Lighting Protection criteria.
10. Fire Alarm will not be required
11. Mechanical, Electrical and Structural Scopes of Work are attached and included in the overall Scope of Work.

Services Provided:

1. Meet with Team Members to Coordinate trades.

2. Meet with the User to confirm materials, colors, and finishes.

3. Meet with Department of Public Works to review Public. Building maintenance preferences.

4. Meet with City of Jacksonville Plans Review staff as required for Code Review responses

5. Prepare Construction Documents to incorporate selected items as directed by the City of Jacksonville Department of Public Works and City of Jacksonville Senior Services.

6. VRL Architects will retain Keister Webb Structural Engineers, LLC., and M.V. Cummings Engineers, Inc. for relevant, specific mechanical, electrical and plumbing engineering services.

Not included in this fee proposal:

1. Civil Engineering.
2. Surveying.
3. Hazardous Material Investigation and Remediation.

Schedule:

VRL Architects anticipates four (4) weeks will be required to complete 60% documents.

Compensation:

Our fee for the above outlined Scope of Work will be $42,771.50 including $100 allowance for reproductions. We are ready to begin this work effort immediately.

If this proposal is acceptable, please return one executed copy to this office.

Sincerely,
VRL Architects, Inc.

Stephen F. Lazar, AIA

_____
accepted for ACON Construction

Attachments:

60% Floor Plan
KW Proposal 19 July 2023
MVC Proposal 27 July 2023
MVC Proposal 19 July 2023
VRL Exhibit "B"

EXHIBIT EEE-2

CITY OF JACKSONVILLE
PARS, RECREATION & COMMUNITY SERVICES
VRL Architects, Inc
FEE SUMMARY for PINE FORREST SENIOR CENTER

EXHIBIT "B"

PART I - GENERAL	
1. Project **PINE FORREST SENIOR CENTER to 100%**	2. Proposal No. 1909-03
3. Name of Consultant **VRL ARCHITECTS, INC.**	4. Date of Proposal **19 July 2023**

PART II - LABOR RELATED COSTS				
5. Direct Labor **VRL Architects, Inc.**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	28	$1,624.00	
Project Manager	$49.00	40	$1,960.00	
Design Engineer/Architect	$43.00	64	$2,752.00	
Design Technician	$32.00	0	$0.00	
Drafter	$18.00	105	$1,890.00	
Field Inspector	$0.00	0	$0.00	
Clerical	$20.00	20	$400.00	
TOTAL DIRECT LABOR		257		$8,626.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		150% X Total Direct Labor		$12,939.00
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$21,565.00
8. **PROFIT: Labor Related Costs (Item 7)**			X 10%	$2,156.50
				$23,721.50

PART III - OTHER COSTS		
9. **MISCELLANEOUS DIRECT COSTS**		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$0.00
10. **SUB-CONTRACTS (Lump Sum)**		
a. Mechanical & Plumbing Engineering (MVCE)	$7,250.00	
b. Electrical Engineering (The Ohmega Group)	$7,750.00	
c. Structural Engineering (Keister Webb Structural Engineers, LLC.)	$3.950.00	
SUB-CONTRACT SUB-TOTAL		$18,950.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)		$42,671.50
11. **REIMBURSABLE COSTS (Limiting Amount)** a. Reproductions	$100.00	
SUB-TOTAL REIMBURSABLES		$100.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$42,771.50

EXHIBIT EEE-2

Consulting Engineers

July 19, 2023 Rev 1

VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, FL 32207

Attention: Steve Lazar

Reference: **Pine Forest Community Center 60%-100% - Fee Proposal**
Conversion to Senior Center - Design/Build

Dear Mr. Lazar:

M. V. Cummings Engineers, Inc. is pleased to submit our Proposal for the ***100% Design of Pine Forest Community Center, Conversion to Senior Center,*** (hereinafter called the Project).

We understand the Scope of Work to be as follows:

- Revise all HVAC ductwork and distribution to match new layout of Senior Venter plan from 60%to 100% design.
- Relocate restrooms to perimeter location.
- Provide kitchen with commercial hood exhaust and make up air.
- Verify capacity of existing HVAC to serve the new occupancy and floor plan.
- Provide three compartment sink and hand wash sink per code for kitchen area.
- Provide all new plumbing piping with PVC and CPVC Schedule 80.

The proposed lump sum fee for this project is ***$7,250.***

This proposal, consisting of these two pages plus Attachments A and B hereinafter, represents our entire agreement. If our proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy for your records and return one copy to

If this proposal meets with you approval, please provide us with your Notice to Proceed.

Sincerely,

M. V. CUMMINGS ENGINEERS, INC. Accepted this _____ Day of _____, 2023

Wayne C. Kelly, P.E.

Wayne C. Kelly, P.E.
President

VRL Architects, Inc

_____

WCK/kvr
Attachment A & B

EXHIBIT EEE-2

July 27, 2023

VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, FL 32207

Attention: Steve Lazar

Reference: **Assume Responsibility for Electrical Design for Pine Forest Community Center 60%-100%**

Dear Mr. Lazar:

M. V. Cummings Engineers, Inc. is pleased to submit our Proposal for the ***100% Electrical Design of Pine Forest Community Center, Conversion to Senior Center,*** (hereinafter called the Project).

We understand the Scope of Work to be as follows:

- Provide Electrical design for referenced project to go from existing 60% to 100% to Final for Permitting.
- Review existing Electrical 60% for Signing and Sealing and placement of MVCE letterhead and logo.
- At the request of the Architect and Contractor, MVCE will assume full responsibility of this project.

The proposed lump sum fee for this project is ***$7,750.***

This proposal, consisting of these two pages plus Attachments A and B hereinafter, represents our entire agreement. If our proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy for your records and return one copy to

If this proposal meets with you approval, please provide us with your Notice to Proceed.

Sincerely,

M. V. CUMMINGS ENGINEERS, INC.

Wayne C. Kelly, P.E.
President

WCK/mec

Accepted this _____ Day of _____, 2023

VRL Architects, Inc

_____

ATTACHMENT A - GENERAL CONDITIONS

1. This agreement shall be binding upon all successors, legal representatives and assigns to the parties hereto. No assignment of the agreement shall be permitted by either party without the written consent of the other, which shall not be reasonably withheld.

2. M. V. Cummings Engineers, Inc. (MVCE) fees do not include the cost of hazardous material testing, surveying, preparation of easements, soil testing, wetland determinations or any other outside services, unless specifically identified in the agreement. MVCE's scope of work includes project coordination with subconsultants.

3. The lump sum fees and corresponding scope of work have been developed based on existing codes, ordinances and procedures known to MVCE on the date of proposal preparation. In the event subsequent code 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.

4. This agreement does not include application or processing fees required by the Building Department or any other regulatory agency. Client shall furnish the appropriate fee at the time applications are submitted. Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Client shall hold MVCE harmless from any losses or liabilities resulting from such permitting or regulatory action.

5. If the scope of this agreement is modified, additional work may be undertaken for a negotiated lump sum fee or in accordance with our attached Standard Rate Schedule (Attachment B).

6. MVCE shall indemnify, protect, defend and hold harmless the Client, its officers, directors, members, employees and agents for, from and against any and all claims, suits, actions, proceedings, losses, liabilities or expenses (including all attorney's fees, court costs and other expenses through appeal) arising out of or caused by any negligent acts or omissions, gross negligence or intentional acts of MVCE, its employees, agents, subcontractors or material men which indemnification shall be limited to the amount of loss suffered by Client or one million dollars ($1,000,000.00) per occurrence, whichever is less, and which amount is stipulated by the parties to bear a reasonable commercial relationship to the agreement documents."

7. Preliminary and detailed estimates of construction cost, if any, prepared by MVCE, represent our best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the MVCE nor the Client 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, MVCE cannot, and does not, warrant or represent that bids or negotiated prices will not vary from the Client's project budget or from any estimate of construction cost or evaluation prepared or agreed to by MVCE.

8. In the event MVCE and Client are unable to resolve any dispute arising out of this Agreement, then all such disputes shall be first submitted to non-binding mediation. Mediation shall follow the current rules of the Construction Industry Mediation Rules of the American Arbitration Association. The costs of mediation shall be split evenly between the two parties of this agreement. Mediation must take place within no more 60 days of one party sending written request to the other, parties must agree on a mediator within 30 days of the sending of the aforementioned request, and that regardless, either party can choose to opt out of mediation by providing the other party written notice thereof, in which case the dispute can immediately proceed to litigation. If the non-binding mandatory pre-suit mediation is unsuccessful, that suit may be brought by either party and venue shall be in any court of competent jurisdiction in Duval County, Florida. In the case of emergency relief, pre-suit mediation shall not be required.

Initial_____

9. In the event of any litigation arising from, or related to, the services provided under this agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses in any court of competent jurisdiction in Duval County, Florida

10. MVCE will provide proof of general liability insurance and professional malpractice/liability insurance with at least $1,000,000 of coverage per occurrence and $2,000,000 of coverage in the aggregate for each policy and agrees to maintain active coverage at these levels at all times during the term of this contract, and shall also name the Client as an additional insured on such policies, and additionally will provide proof of worker's compensation insurance for its employees at a legally sufficient level of coverage, which shall be maintained at all times during the term of this contract.

11. The only warranty or guarantee made by MVCE in connection with the services under this agreement is that MVCE will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports. All work will be performed in a workmanlike and professional manner consistent with local industry and engineering standards, all work will be timely performed in accordance with the work schedule adopted by and between the parties, the applicable work and pay schedule of the contractor(s) providing the sanitary system work for Client, or as otherwise necessary pursuant to MVCE's scope of services, there will be no delays (except for those outside of MVCE's control) in advancing the work required hereunder towards completion as time is of the essence for all terms of this Agreement, all employees and subcontractors of MVCE, if any, will act in a professional manner and be properly trained and licensed, and failure to comply with any of these provisions or any other obligations of MVCE under this agreement will be deemed a material breach for which the Client may immediately terminate this Agreement.

12. MVCE shall not be required to execute any documents subsequent to the signing of the agreement that in any way that might reasonably increase MVCE's contractual or legal obligations or risks unless agreed to in writing by MVCE and Client.

13. Reuse of Documents: Contractor and/or any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with Owner; (i) shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer=s Consultant(s); and, (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer. Materials generated by the MVCE should be deemed property of the Client once paid for by the Client. MVCE may maintain the originals (unless Client has a necessity therefor) and shall be deemed the author thereof, but it needs to be stated that there is co-ownership of the documents with the Client and that upon a reasonable request for copies of the documents, that they will need to be produced to Client within a commercially reasonable amount of time. Materials generated by MVCE should be deemed property of the Client once paid for by the Client. MVCE may maintain the originals (unless Client has a necessity therefor) and shall be deemed the author thereof, but it needs to be stated that there is co-ownership of the documents with the Client and that upon a reasonable request for copies of the documents, that they will need to be produced to Client within a commercially reasonable amount of time.

14. Any provision of this agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

Initial_____

15. CHANGE ORDERS: All change orders or changes to scope of services must be in writing, signed by the Client, and must state the change to the scope of work/services and the amount of increase or decrease to the agreement price that the change will cause.*

16. NO FAULT TERMINATION: Client can terminate this agreement at any time without cause, effective immediately, upon which Client will only owe MVCE for the pro-rated portion of the work actually performed through the date of termination and shall have no further liability to MVCE hereunder.

17. NOTICES: All notices and other communications given or made pursuant to this agreement shall be in writing and shall be deemed effectively given upon personal delivery to the party to be notified or if sent by certified or registered USPS mail or via courier (such as UPS, FedEx) then as of the date deposited in the mail or tendered to the courier. All notices to be sent to parties at their business address as listed with the Florida Department of State, Division of Corporations.

18. COUNTERPARTS: This agreement may be signed in counterparts and any electronic, scanned, faxed or photocopied signature or copy of the agreement shall be deemed one and the same as an original.

END OF GENERAL CONDITIONS

Initial_____

ATTACHMENT B - STANDARD RATE SCHEDULE

Title	Hourly Rate
Principal	$300
Engineer	$200
Designer	$150
CADD Technician	$110
Clerical	$110

EXHIBIT EEE-2

K | W Structural Engineers

July 19, 2023

K|W Project: 21131.01

Mr. Stephen F. Lazar, AIA, LEED AP
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, Florida 32207-8467

Re: Pine Forest Senior Center Renovation 100%
Jacksonville, Florida

Dear Steve:

As per your request, I am pleased to submit this proposal for providing 100% Contract Documents related to the Pine Forest Senior Center Renovation.

The proposed additional services to be provided by Keister Webb Structural Engineers LLC (K|W) shall be:

1) In the 100% Construction Documents Phase (CD Phase), based on the 60% Construction Documents Phase documents approved by the Architect, perform structural analysis and design and prepare drawings setting forth in detail the structural requirements of the project.

2) In the Construction Phase, review and take other appropriate action on the structural shop drawings only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.

The total fee for the above services 1) through 2) shall be Three Thousand Nine Hundred Fifty Dollars ($3,950.00) plus expenses.

The other terms and conditions as described in our Agreement dated April 28, 2021, remain unchanged.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
Keister Webb Structural Engineers LLC

Kyle W Binninger, PE
Project Engineer

Mark J Keister, PE
Principal

ACCEPTED BY

Client Signature

Printed Name and Title

Date

Client Project/PO Number

EXHIBIT EEE-2

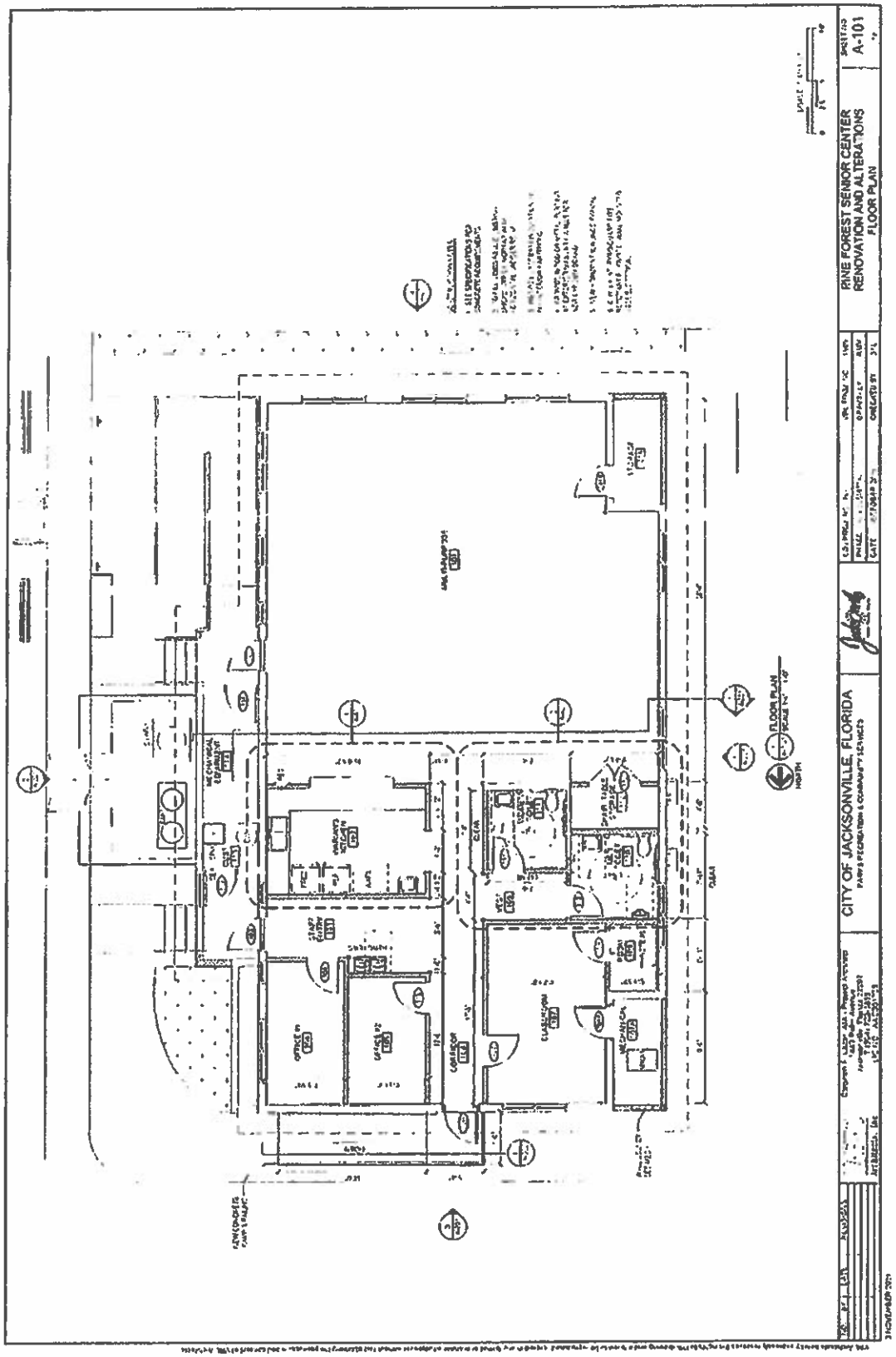

EXHIBIT EEE-2

Padgett's

Air Conditioning & Heating, Inc.
Licensed • Insured
State License # CAC181527
904-588-5222

Padgett's AC & Heating, Inc.
3772 St Augustine RD
Jacksonville FL 32207
Phone: 904-588-5222
Fax: 904-722-8887

PROPOSAL

DATE	PROPOSAL #
8/11/2023	0000022739

BILL TO
Acon Construction
3653 Regent Blvd #401
Jacksonville FL 32224

JOB LOCATION:
Pine Forest Senior Center
4035 Grant Rd
Jacksonville FL 32207

DESCRIPTION	AMOUNT
Perform demo as shown on plans	27,000.00
Install new duct as shown on plans	
Install new grills as shown on plans	
Service existing unit	
Provide and install exhaust fans as shown on plans	
Provide third party test and balance	
EXCLUSIONS: MAKE UP AIR UNIT AND ASSOCIATED DUCT IS EXCLUDED. Electrical work, roof work, cutting, patching, flashing, waterproofing, structural steel and anything not listed in quote above.	
27,000 + 3200 Outside Air Contingency = 30,200	
TOTAL	$27,000.00

AUTHORIZED SIGNATURE: DATE:

NET 10

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. Receipt of Padgett?s Air Conditioning and Heating, Inc. additional Terms and Conditions are hereby acknowledged and by signature hereto, we agree to said Terms & Conditions.

CHANGE ORDER: All change order must be in writing and signed by at least one owner. The owners agree that changes resulting in the furnishing of additional labor or materials will be paid for prior to the commencement of the extra work.

Title shall not pass to buyer with delivery and installation of said goods but shall remain with the seller until paid in full. Buyer grants the seller the right to remove said goods in the event of non-payment. Buyer agrees to pay all attorney fees, cost of removal and/or repair, in the event of non-payment. Interest shall be charged at the maximum rate allowable under Florida Law on all invoices outstanding for thirty (30) days or more. In the event you fail to pay in full when due, you will be responsible to pay all legal fees for the collection of all sums hereunder, whether or not suit is filed. All sales are final.

EXHIBIT EEE-2

Vilano Electric, Inc.
3156-1 Leon Rd
Jacksonville, FL 32246 US
+1 9046410868
Info@VilanoElectric.com

EC0002978

JSEB CERTIFIED

Estimate

1195
08/19/2023

Pine Forest Senior Center

Acon

ACTIVITY	DESCRIPTION	AMOUNT
Sales	Demo per plans. Furnish and Install; Light Fixtures Light Pole in Parking Lot Receptacles and Switches as per plans Hook up equipment Voice & Data Drops Only CATV Lightening Protection Cut and patch parking lot Fire Alarm as per plans Use existing gear and service entrance raceways and conductors	95,000.00

$95,000.00

EXHIBIT EEE-2

ROLLAND
REASH PLUMBING

RESIDENTIAL & COMMERCIAL
11606 Columbia Park Drive East
Jacksonville, Florida 32258
Phone 904-260-7059
CFC057171

Attention: Frank
Location: Pine Forest Senior Center

July 24, 2023

Rolland Reash Plumbing proposes the following:
Complete demo, rough , top out and trim.
We will remove all existing fixtures and store at specified area on job site.
We will cap off all existing plumbing that is being removed.
We will run all water lines in Sch.40 CPVC, all drains will be ran in Sch. 40 PVC pipe.
We will reinstall all fixtures pulled from demo.
We will supply 1 water heater w/recirculating pump, 1 breakroom sink, 1 wall hung hand sink and 1 urinal. We will supply all air hammer arrestors, trap primers, hose bibs etc. as per specs.
All used fixtures will be inspected on site(may be subject to change).

Includes all labor, material, equipment and permit.

All concrete to be cut, removed and repoured by others.

Total Price: $ 32,400.00 ✓

Signature of acceptance: _____ Date_____

All prices are good for 30 days

Chuck Dempsey/Rolland Reash Plumbing

EXHIBIT EEE-2

A Plus Construction Services, Inc.
96150 Dowling Dr
Yulee, FL 32097
9046120597
chas.aplus@yahoo.com

Estimate

A PLUS CONSTRUCTION

CGC1529403 CCC1330803

ADDRESS
ACON Construction Co Inc
3653 Regent Blvd S-401
Fl
Jacksonville, FL 32224

ESTIMATE #	DATE
1090	09/21/2023

P.O. NUMBER
Pine Forest Senior Center

DESCRIPTION	QTY	RATE	AMOUNT
General construction to include: demolition, drywall, framing, painting, flooring, etc. per design build plans and negotiations	1	228,102.00	228,102.00

TOTAL **$228,102.00**

3,000.00

$231,102.00

ADD 3000 FOR CIVIL DESIGN

Accepted By

Accepted Date

EXHIBIT EEE-2

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Pine Forest Senior Center Final Design & Construction
Project No.: 8150-15
Date: Sep 23, 20213

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	APlus Construction	JSEB	General Construction	$ 231,102
2.)	Vilano Electric	JSEB	Electrical	$ 95,000
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Sep 23, 20213

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Department of Public Works has completed negotiations with ACON Construction Company, Inc. (contract #8150-15), for the Pine Forest Senior Center project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $50,661.05, to provide 60% design to renovate the existing Pine Forest Senior Center. This incorporates the attached scope and fee summary, Exhibit "EEE-1", and allowing for the completion of the work within 60 days from notice to proceed. Total annual expenditure amount is currently at $33,000,000.00; total amount spent to date is $29,727,903.18.

Funding for this award is to be encumbered account(s): 010201-565030-1-32111-384020 to be executed by contract Amendment 56A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., ~~Acting~~ Chief, Engineering and Construction Management/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/25/2021

OTHER

ACTION OF AWARDING AUTHORITY DATE 6/28/21

APPROVED ✓ BH DISAPPROVED:

OTHER:

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

SIGNATURE OF AUTHENTICATION

SUBJECT: RFQ FOR D/B SVCS OF ACTIVE AND PASSIVE PARK PROJECTS
BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016; 01/28/16 ACON Construction Company, Inc. (contract #8150-15), was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5

MEMBERS DISAPPROVING Ø DATE: 7-14-16

Teresa R. Eichner

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED DATE 7/14/16

DISAPPROVED:

OTHER:

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. [illegible]

SIGNATURE OF AUTHENTICATION

PARK PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Hadler
MARILYN HADLER

RESPECTFULLY SUBMITTED
for - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5

MEMBERS DISAPPROVING

DATE: 1-28-16

OTHER

ACTION OF AWARDING AUTHORITY

MR APPROVED ✓

DISAPPROVED:

DATE 1/28/16

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

OTHER:

SIGNATURE OF AUTHENTICATION

BID # CDB-0008-16 FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

2) ACON- 75
1) Hagar Construction- 78.5

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING

DATE: 12-30-15

OTHER

ACTION OF AWARDING AUTHORITY

MR APPROVED ✓

DISAPPROVED:

DATE 1/01/16

OTHER:

Joann E. Moussa
Chief Administrative Officer
~~For: Mayor Lenny Curry~~
Under Authority of:
~~Executive Order No. 2015-05~~

SIGNATURE OF AUTHENTICATION