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 Friendship Fountain Repair Project was awarded to ACON Construction Company, Inc. (contract #8150-15), on 11/01/18 in the amount of $89,310.00.

Recommend approval of Change Order #1 to ACON Construction Company, Inc., for the increase amount of $309,010.75, which includes $8,000.00 in contingency. The scope of work is to provide 90% design of a new system called "The Wheel" as set forth in the 60% design provided under the previous amendment. This incorporates the attached, Scope and Fee Summary, Exhibit "Y-2", with guaranteed completion of 120 days from issuance of notice-to-proceed. Revised guaranteed maximum price will be $398,320.75. Total annual expenditure amount is currently at $18,000,000.00; total amount spent to date is $13,745,192.74.

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, 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_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

June 4, 2019

TO: Gregory W. Pease
Chief of Procurement

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

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

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

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Friendship Fountain Repair AMENDMENT 23B
Account # RPCP32EF5720-069505-PR0208-02 $309,010.75

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the Friendship Fountain Repair project was awarded by Amendment 23A in the amount of $89,310.00 to provide 60% design of a new system, within the existing fountain infrastructure, that includes choreographed lights, sound and water displays. Amendment 23B is to provide the 90% design of a new system called "The Wheel" as set forth in the 60% design provided under the previous amendment. Negotiations have resulted in the GMP amount of $309,010.75, which includes $8,000.00 in contingency, as indicated on the attached the attached Scope & Fee Summary, Exhibit Y-2 and allowing for the completion of the work within 120 days from 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 23A to Contract #8150-15, originally executed December 3, 2018, between the City and Acon Construction Co., Inc. for Friendship Fountain Repair be amended to incorporate the attached Scope and Fee Summary, Exhibit Y-2 to increase the GMP by $309,010.75 to a new GMP amount of $398,320.75, known as Amendment 23B.

RGS/lw

Attachment: Exhibit Y-2
JSEB Participation

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

ab

EXHIBIT Y-2

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

May 15, 2018

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.
Acting City Engineer
Reference: Friendship Fountain 90% Design (Wheel Option)
DB Contract #8150-15

Mr. Joyce,

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

The scope of this project is to provide the 90% design of a new system called "The Wheel" as set forth in the 60% provided under the previous amendment for this project. The purpose of providing 90% drawings and specifications is to enable a very firm GMP for the construction phase. Providing hard design to this level is important for this project due to the many unknown requirements and conditions in upgrading the existing fountain to this new and complex feature. A contingency was included in the proposal to cover such things as added travel or additional engineering that may be necessary.

Our Guaranteed Maximum Price (GMP) for this project phase as stated is $309,010.75.

The Guaranteed Completion Date (GCD) will be 120 days from Notice to Proceed to provide drawings and specifications along with construction proposal.

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 8150-15

Wheel Version 90% Design **DATE: 5/15/19**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	60	$110.00	$6,600.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	40	$75.00	$3,000.00
	Fluidity	LS	1	$167,000.00	$167,000.00
	TLC	LS	1	$44,100.00	$44,100.00
	Freeport Fountains (Mech/Struc Design)	LS	1	$59,310.00	$59,310.00
	Subtotal				**$280,010.00**
	DB Fee 7.5%	LS	1	$21,000.75	$21,000.75
	ACON Contingency	LS	1	$8,000.00	$8,000.00
			TOTAL		**$309,010.75**

EXHIBIT Y-2

Fluidity Design Consultants
Proposal for Water Feature Design
Friendship Fountain — Jacksonville, Florida
13 March 2019

fluidity

Contractees

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

Overview

The Friendship Fountain, a large existing fountain located in Downtown Jacksonville's St. Johns River Park is currently being planned for exciting improvements. When it opened in 1965, it was the world's largest and tallest fountain and still remains one of Jacksonville's most recognizable and popular attractions. The fountain underwent a major renovation in 2011 and the city is now pursuing enhancements to the fountain by adding new capabilities and a robust music system to the current design.

Under a separate agreement Fluidity developed and presented initial concepts to restore and enhance the existing display with the addition of new equipment and musical choreography. Fluidity will proceed with the development of the selected design thru 90S Design (90% Construction Documents, by phase) based upon the selected design, 'Wheel', with the Add Alternate providing a ring waterfall and handrail in place of rehabilitating the existing concrete and steel perimeter railing.

Fluidity will collaborate with the City of Jacksonville, the design-builder ACON, and others in the development of the work

Scope

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

Design Development

Construction Documents (90%)

Process

Design Development INCLUDING

- Advance the selected 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.
- Participate in a design workshop with ACON at their offices in Jacksonville to develop and clarify the work.
- 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, Piping and Instrumentation Diagrams (P&ID), Single-Line Electrical Diagrams, Electrical Panel Schedules, and Preliminary Machine Room Plans.
- 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.

Construction Documents INCLUDING

- Advance the design in response to comments, as appropriate, while maintaining regular communication with the project team.
- Coordinate with the architecture, landscape and engineering entities.
- Prepare a set of Water Feature Construction Documents. Deliverables will include: General Notes, Site Plan, Finishes Schedules, Finishes Plans, Basin Plans, Elevations, Sections, Details, Programing Control Signal Plan, Water Feature Construction Specifications, Equipment Schedules, Piping and Instrumentation Diagrams (P&ID), Single-Line Electrical Diagrams, Sequence of Operation, Description of Control, Electrical Panel Schedules, Machine Room Plans, Machine Room Elevations, Piping Plans, Conduit Plans, Mechanical and Piping Specifications, Electrical Specifications.
- The Water Feature Construction Documents to be submitted for review and approval at 50% and 100% stages of completion.
- Make Agency-required corrections to the Construction Documents until achieving approval. (In-person Agency contact is by others.)

Fees and Expenses

Fees for the Friendship Fountain water feature to 90% Design are One Hundred Sixty Seven Thousand Six Hundred Dollars ($167,000), including travel and expenses.

PHASE	FEE*
Design Development	$75,000
Construction Documents	$67,000
Audio Engineering	$18,000
Travel	$7,000
Total	**$167,000**

The stamping and sealing of Architectural, Plumbing and Electrical Drawings is included in the fee proposal.

Travel expenses are included in the fees listed above. Travel schedules will be determined upon mutual agreement between Fluidity and the Client.

The following trip schedule is estimated:

AIRPORT	PHASE/PARTICIPANT	DAYS	STAFF
JAX	DD/Des. & Eng.	1	2
JAX	Audio	1	1
JAX	CD /Des. & Eng.	1	2
JAX	Audio	1	1

Schedule

The project's estimated timeline is outlined below:

PHASE	PROGAM
Design Development	8 Weeks
Construction Documents	10 Weeks
Construction Administration	Per Construction Schedule

Payment Schedule

Invoices shall be issued monthly, based upon percentage of completion. A mobilization invoice of $15,000 will be issued at Authorization to Proceed. This amount will be deducted from the final Construction Documentation invoice. Payments are due in 30 days.

Exclusions

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

- Structural Engineering
- Civil Engineering of property utilities to the machine room
- In-person approval agency relations (Corrections are covered)

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	$325
Principal	$250
Engineering Director	$200
Senior Project Designer, Project Engineer	$175
Project Designer	$125
Designer	$80

Terms and Conditions

Expenses	Fee is inclusive of common business expenses. Any Additional Service items must be approved and authorized by ACON and the Owner prior to proceeding.
Travel	Domestic travel is booked Economy Class. International travel is booked Business Class. Hotel stays are arranged at rates common to the vicinity of the work. Per Diem allowances for meals and ground transportation will comply with industry standards.
Timelines	Fluidity performs professional services consistent with sound professional practice and established standards. Concerns regarding feasible delivery of the work according to the Project Schedule will be reported in writing.
Regulations	Fluidity shall exercise customary professional care to research and comply with applicable Building Codes. Fluidity does not perform in-person, governmental agency relations, unless special arrangements are made to the contrary.
Estimates	Fluidity in coordination with ACON will develop construction cost and operations costs estimates in the course of professional services based upon our design work, research and experience, for use by Fluidity and others. Fluidity is not a certified construction cost estimator and has no control over market fluctuations or construction contractor estimations. Fluidity can make no warranty regarding its construction cost estimates or operations cost estimates.
Commissioning	Fluidity will schedule commissioning trips upon receiving written authorization from ACON and the owner confirming the construction ready. If Fluidity is unable to complete commissioning due to incomplete construction, although previously stated as completed, 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 must receive written approval from the Owner (City of Jacksonville) prior to publishing evidence of its design work specific to this project. Fluidity's drawings, photography, video and written comments may be used in books, periodicals, brochures, websites, conferences and communications with news media or other outlets. Publication of Fluidity's drawings, photography, video or written comments by others shall be credited to Fluidity Design Consultants.
Confidentiality	The Client agrees that the designs and technical methods used by Fluidity are confidential and shall not be made available to any third party without Fluidity's written consent. Similarly, Fluidity will respect the confidentiality of the participants of the project team, as per common practice.
Changed Conditions	The Client has relied on Fluidity's judgment in establishing the Scope of Work and Fees. Fluidity will use its best efforts to complete the work within those amounts. The Client recognizes that events may call for a significant change in scope and cost fees. These include noteworthy occurrences or discoveries, expansion or contraction in the project scope, unusual delays, work resulting from decisions by others, significant deviations during construction from the approved design requiring unplanned extra work by Fluidity. Any additional costs must be pre-approved by the Client in writing prior to the cost being incurred.

Liability	Fluidity shall not be liable for consequential damages incurred due to actions by others. Consequential damages include loss of profit. To the maximum extent permitted by law, Fluidity's total liability for the Client's damages shall be limited to the amount of Fluidity's fee.
Attorney's Fees	In the event of any litigation related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred.
Termination	Either party may terminate this Agreement at any time with or without cause. The Client shall, within 60 calendar days of termination, pay Fluidity for services rendered and costs incurred up to the date of termination.
Disputes	Disputes arising out of this Agreement are subject to mediation prior to arbitration or legal proceedings. The parties shall endeavor to resolve claims or disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be filed in writing with the other party. The parties shall share the mediator's fee and filing fees equally. Mediation shall be held in Duval County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
Severability	Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void. All remaining provisions shall continue in full force and effect.

Authorization

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

TLC ENGINEERING SOLUTIONS

May 13, 2019

Frank Anderson
Project Manager
ACON Construction Co, Inc.
3653 Regent Blvd, Ste. 401
Jacksonville, FL 32224

Re: Friendship Fountain Renovations – 90% Construction Documents
Professional Engineering Services Proposal

Dear Frank:

It was a pleasure speaking with you regarding the Friendship Fountain Renovation project and we look forward to working with the ACON (CLIENT) team on this project. As we discussed, TLC Engineering Solutions, Inc. (TLC) proposes to provide Electrical engineering services for the project, with proposed scope and fee as outlined below.

PROJECT SCOPE

We understand the project is to consist of 90% design documents for the renovation of the fountain, the pump building and the surrounding park area located in Jacksonville, FL. TLC's proposal is based on information provided in email dated May 7, 2019.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for Electrical Engineering, including:

1. Electrical power and infrastructure for controls and A/V in Friendship Park – outside of fountain
2. Electrical design to replace Main Gear line up inside pump house.
   Does not include the main service disconnect outside.
3. Other electrical design inside pump house
4. Fountain Lighting and Controls infrastructure electrical design

The BIM Modeling platform TLC will utilize for this project is Revit. Refer to ATTACHMENT D for level of design, model deliverables and TLC's role in the coordination process. TLC specifically excludes the use of Autodesk Collaboration for Revit (CTR) and/or BIM 360 Team, or similar cloud-based file management tools that require special use licenses.

TLC anticipates submittals at the following design stages:

- Design Development
- 50% Construction Documents
- 100% Construction Documents

Up to three (3) design review meetings are included in TLC's proposed work scope.

Design modifications may occur during the design and construction process, because it is impossible to foresee or anticipate every design issue until the design work is completed. Modifications can result in increases or decreases in actual construction cost. Therefore, it is important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

It is our understanding that commissioning services will be provided by others and is not included in our scope.

CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting official's comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of 10 site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2017 Edition –Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in ATTACHMENT B.

TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee of **$44,100**.

Friendship Fountain Renovations

Billing will be monthly, based upon percentage of services completed. Payment is due within 15 days of receipt of payment from Owner.

If this proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC Engineering Solutions, Inc. at the address on page 1 of this proposal. This authorization constitutes CLIENT's commitment to pay the fee, and represents that approval has been received by CLIENT from the Owner. Alternatively, TLC can enter into a contract agreement with CLIENT using AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant. Please refer to ATTACHMENT C for Special Conditions to the Agreement.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING SOLUTIONS, INC.

Ryan Fryman, PE, LEED AP BD+C, CxA
Principal / Senior Electrical Engineer

Rafi Wartan, PE, LEED AP BD+C, CQM-C
Principal / Regional Director

ACON CONSTRUCTION CO, INC.

By: _____

Print Name and Title

Date

ATTACHMENT A
INFORMATION TO BE FURNISHED BY THE CLIENT

Professional Engineering Services Proposal
May 13, 2019

1. Copy of Owner-Client Agreement.

2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is Revit 2019).

3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.

4. Catalog cut sheets for Owner-furnished equipment and equipment requiring electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption, including information on any system with special clearance requirements.

5. CLIENT's acoustical consultant specifications and recommendations affecting the mechanical and plumbing system designs.

6. Reliable and accurate existing drawings. Extensive field verification or development of as-built documentation of existing systems is not anticipated or included in proposed work scope.

ATTACHMENT B
ADDITIONAL SERVICES

Professional Engineering Services Proposal
May 13, 2019

1. AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or CLIENT, in excess of the number of site visits defined in this proposal.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural or site plans after Design Development approval, and which result in redesign expenses.
5. BIM Modeling level of detail, Model deliverables and TLC's role in the coordination process beyond the scope identified in ATTACHMENT F. The use of Autodesk Collaboration for Revit (CAR) and/or BIM 360 Team/or similar cloud-based file management tool, that requires special use licenses.
6. Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages.
7. Change in applicable code, resulting in redesign effort or expenses.
8. Design of emergency power, UPS, or generator systems.
9. Civil engineering, landscape design, and irrigation design services.
10. Currently unidentified specialty electrical or communication systems, including voice/data, audio/visual, security, or other low voltage electronic systems.
11. Acoustical consulting.
12. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
13. Development of "as-built" or record drawings.
14. Detailed cost estimating services.
15. Structural Engineering.

ATTACHMENT C
SPECIAL CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

Energy and Water Estimates:
Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution:
Any claims or disputes made during design, construction, or post-construction between the CLIENT and TLC shall be submitted to non-binding mediation. The CLIENT and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments:
All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of these services. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:
The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

Certifications:
TLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TLC cannot ascertain This includes, but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Ownership of Documents:
All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the CLIENT or any of the CLIENT's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

Consequential Damages:
Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or by TLC, their employees,

agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays:
TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond TLC's reasonable control occur, the CLIENT agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.

ATTACHMENT D
BIM EXECUTION PLAN
Professional Engineering Services Proposal

The following are expectations for Revit BIM Modeling of the project:

1. BIM Modeling platform for this project is Revit 2019. TLC specifically excludes the use of Autodesk Collaboration for Revit (CAR) and/or BIM 360 Team, or similar cloud-based file management tools that require special use licenses.

2. General

   a. TLC anticipates that models outside of TLC control are completed to a certain point prior to TLC commencing their work. An example is floor plan layout should be relatively agreed with the end user, prior to TLC populating the model with devices.

3. Authorized uses of TLC Revit Models

   a. Permit: Model will include sheets which will be used to produce 2-dimensional permit plans.

   b. Bidding: Model will include sheets which will be used for bidding purposes.

   c. Construction: Model is suitable for hand off to Subcontractors to start Shop/Fabrication Drawing production.

   d. Coordination: Model is suitable for use to start the coordination process, which will be based upon shop fabrication drawings produced by the Contractor, who shall be responsible for coordination of the building. The Design model is intended to be the correct quantity, approximate dimensions, and locations, but is not a substitute for contractor shop drawings or fabrication drawings.

4. Discipline Specific Expectations

   a. Electrical Model to include modeled dimensioned electrical equipment including clearances, light fixtures with maximum dimensions, switches and occupancy sensors, all control components, outlets (power & data) model accurately for height and location (suitable for use in elevations). Electrical conduits and other raceways will not be modeled.

EXHIBIT Y-2

FREEPORT FOUNTAINS

May 10, 2019

Mr. Frank A. Anderson
ACON Construction Co, Inc
3653 Regent Blvd Suite 401
Jacksonville, FL 32224

Re: Proposal for Professional Services for
Friendship Fountain

Dear Mr. Anderson,

Thank you for your consideration of Freeport Fountains LLC for this assignment, and we look forward to working with you on this exciting project.

Based on our understanding of your needs for the project we have outlined below a brief project description, scope of services, and associated compensation for your review and approval. All services shall be provided in conjunction with ACON Construction Co, Inc.

I. PROJECT DESCRIPTION

This project consists of a large existing architectural fountain located in a municipal riverside park in Jacksonville, Florida. This project is both a renovation and substantial upgrade of this feature based on "The Wheel" concept by Fluidity Design Consultants. Scope of this project includes:

- Modification of the existing water features to the new scheme
- New water features to achieve the new scheme
- New lighting and control systems
- Upgraded water treatment system
- A new waterfall feature within the existing fountain footprint
- Modification of the existing outer fountain wall
- New finish on the interior walls and floor of the fountain
- A new conditioned room for the control equipment

- A new ventilation system for the equipment room

II SCOPE OF SERVICES

A. Design and Engineering:

Services include collaboration with ACON Construction Co, Inc., Fluidity Design Consultants and the other members of the design team to provide 90% Construction Documents for the project. Freeport Fountains shall provide Mechanical and Structural design drawings as pertains to the project described in Section I.

B. Base Sheets/Existing Information:

ACON Construction Co, Inc. shall provide Freeport Fountains with complete project base sheet information electronically utilizing AutoCAD 2013 or later. Base sheet information shall contain property lines, easements, utilities, building footprints, topography, drainage, sidewalks, etc. All base information shall be complete, accurate and readily useable for all of Freeport Fountains' tasks. All data shall be provided in a dwg file using a logical layering system. Similarly, ACON Construction Co, Inc. shall obtain and provide all investigations, surveys, tests and analysis that may be necessary for the proper execution of the work.

C. Project Meetings/Coordination

Freeport Fountains shall confirm the project requirements and coordinate its work with ACON Construction Co, Inc. and their subconsultants during project coordination.

Within this scope of services, Freeport Fountains has allocated up to a total of 24 man hours for project meetings. For the purposes of this proposal, we have assumed all meetings will occur in Jacksonville, Florida or via web-based conferencing.

D. Permitting:

Freeport Fountains will coordinate and provide signed and sealed mechanical and structural drawings for plans review and approval by the responsible building department for this project.

III COMPENSATION

For the services outlined above, Freeport Fountains proposes compensation in the amount of Fifty Nine Thousand Three Hundred Ten dollars **($59,310.00)**. We based this figure on the estimated amount of effort required to thoroughly address, engineer, and document each element within this scope of work.

The fees are also based on the stipulated number of meetings and meeting locations noted. Additional trips, meetings, and man hours for implementation beyond the number stipulated in the scope of services will impact the fees. Compensation for any additional services shall be for the actual time expended according to Freeport Fountains Standard Rate Schedule attached to this proposal.

Please review, and if in agreement, you may sign a copy of this proposal and return it to our office. Receipt of a signed copy would act as our authorization to proceed until a formal agreement is executed between Freeport Fountains LLC.

Thank you for the opportunity to submit our proposal for this project. We look forward to working with you.

Sincerely,
FREEPORT FOUNTAINS LLC

Joel M. Wolcott, PE
Vice President

We hereby accept and approve this proposal for services according to the provisions outlined herein and attached.

ACON Construction Co, Inc

By:_____ Date:_____

Title:_____

EXHIBIT Y-2

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: **Friendship Fountain**
Project No.: 8150-15
Date: May 15, 2019

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

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

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: May 15, 2019

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Greg Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 11/01/18

OTHER

ACTION OF AWARDING AUTHORITY DATE 11/01/18

MC

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION Sam E. Mousa

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

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016; 01 23 16 ACON Construction Company, Inc (contract #3150-15) 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 ✓ DISAPPROVED DATE 7/14/16

OTHER

SIGNATURE

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Ladler
MARILYN LADLER

RESPECTFULLY SUBMITTED David Pearson
for - GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

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

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED _____ DISAPPROVED _____ DATE 1/28/16

SAM E. MOUSSA
Administrative Officer

OTHER:

BID # CDB-0008-16 ... 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

APPROVED

DATE 1/01/16

DISAPPROVED

OTHER:

John E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry

SIGNATURE OF AUTHENTICATION

QWS3270X 6/10/2019 10:32 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/10/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 10:32 AM

FISCAL MO/YEAR : 09 2019 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0208 SOUTHBANK - FRIENDSHIP FOUNTAIN
PROJECT DETAIL : 02 FRIENDSHIP FOUNTAIN REPAIRS
GRANT :
GRANT DETAIL :
USER CODE :

S	JUNE 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	.00	1,400,000.00
EXPENDITURES	.00	61,326.70	152,022.81
ENCUMBRANCES	.00	30,009.70	30,009.70
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	-91,336.40	1,217,967.49

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