5

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION- DESIGN/BUILD

AGENCY: 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 Exhibit SS-5 for the LaVilla Neighborhood Parks Master Plan (Amendment 44E), and to increase the award by $1,298,208.10, for a revised GMP of $3,418,505.11 for this project.

Funding Source: 32111.167101.565051.010070.00000000.00000.0000000 - $137,132.50
32124.167101.565051.010695.00000000.00000.0000000 - $1,161,075.60
To be executed by formal contract amendment through Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Scope and Exhibit, and Previous Awards

ANALYST: _____
BENJAMIN KEMP

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

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

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC 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

A NEW DAY

October 11, 2023

TO: Dustin Freeman
Chief of Procurement

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

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

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

SUBJECT: Amendment 44E/PO 650353-23 CDB-0008-16 –Contract 8150-15
Acon Construction Co., Inc.
Design/Build Services: Active and Passive Parks Proj: LaVilla Neighborhood Parks Master Plan

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In accordance with Design/Build CDB-0008-16, Contract 8150-15, the LaVilla Neighborhood Parks Master Plan project was awarded by Amendment 44A in the amount of $99,932.00. Amendment 44B in the amount of $89,968.18 was to provide 60% civil plans for the Lift Ev'ry Voice and Sing Park (LEVS) based on the concept phase developed in Amendment 44A. Amendment 44C in the amount of $1,671,221.32 was to provide final design and Phase 1 construction for LEVS. Amendment 44D in the amount of $259,175.51 was to provide construction for the Emerald Trail at Lee Street where it meets the original project limits. Amendment 44E is to provide 90% completion of construction at the park in the GMP amount of $1,298,208.10, which includes $75,000 in contingency, as indicated on the attached Scope and Fee summary, Exhibit SS-5 and allowing completion within 180 days from 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 44A to Contract 8150-15, executed February 5, 2020, between the City and Acon Construction Co., Inc. for the LaVilla Neighborhood Parks Master Plan be amended to incorporate the attached Scope and Fee Summary, Exhibit SS-5 to increase the GMP by $1,298,208.10 to a new GMP amount of $3,418,505.11, known as Amendment 44E.

To be encumbered as follows:

ACCOUNT		TOTAL
32111.167101.565051.010070.00000000.00000.0000000	Task 2	137,132.50
32124.167101.565051.010695.00000000.00000.0000000	Task 1	$1,161,075.60
		$1,298,208.10

RGS/lw

Attachment: Exhibit SS-5
JSEB Participation

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

EXHIBIT SS-5

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

Sep 23, 2023

Attention: Mr. Robin G. Smith, P.E.
City Engineer
Reference: LaVilla LEVS Phase 4 Proposal
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 for the 90% completion of construction at this park. The final design and the performance stage and metal work adjacent to that stage will be filed under separate contract proposal. The work proposed is broken out in attached proposal and the attached subcontractor quotes where appropriate. Allowances have been provided for areas that will be built but are under further modifications. I have included a restricted contingency of $75,000.00 to be used as necessary to complete this work to include some limited design that may become necessary. The contingency is restricted by budget constraints for the project.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $1,298,208.10.

The Guaranteed Completion Date (GCD) will be 180 days from receipt of NTP to completion.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT SS-5

ACON Construction Company

DB Contract 8150-15

Lavilla LEVS Phase 4 Proposal DATE: 9/23/23

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXT. COST
	Project Management	Hrs	40	$110.00	$4,400.00
	Supervision	Hrs	240	$75.00	$18,000.00
	Administration	Hrs	40	$75.00	$3,000.00
	Hardscape Allowance	LS	1	$150,000.00	$150,000.00
	Misting Fountain (Freeport)	LS	1	$350,000.00	$350,000.00
	Liberty Landscape Allowance per Proposal	LS	1	$48,625.00	$48,625.00
	Shotgun House Adders	AL	1	$25,593.00	$25,593.00
	Electric Allowance	AL	1	$100,000.00	$100,000.00
	Signage (Harbinger)	LS	1	$350,000.00	$350,000.00
	Site Furnishings Allowance	AL	1	$50,000.00	$50,000.00
	Bond & Limited Gen Conditions	LS	1	$38,250.00	$38,250.00
	Subtotal				**$1,137,868.00**
	DB Fee 7.5%	LS	1		$85,340.10
	ACON Limited Contingency (Negotiated)	LS	1	$75,000.00	$75,000.00
				TOTAL	**$1,298,208.10**

EXHIBIT SS-5

FREEPORT FOUNTAINS

$ 350,000.00

Spetember 5, 2023

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

Re: Lift Ev'ry voice & Sing Park

Dear Frank,

We are pleased to offer our proposal on the misting fountain for the Lift Ev'ry voice & Sing Park project. This proposal is based on the 30% drawings by Fluidity Design dated December 21, 2022. Our proposed scope of work includes:

- Furnishing and installing a Koolfog misting fountain system including water softener, pumping system, control panel fog lines, and fog nozzles.
- Furnishing and installing twenty-four submersible RGB light fixtures including power supplies, junction boxes and controls.
- Furnishing and installing fog lines between the fountain equipment room and the fountain.
- Furnishing and installing wire and conduit between the fountain control panels and the electrical fountain equipment. The fountain control panels will be located in the fountain equipment room.
- Furnishing and installing the Aluminum grating on the trough.
- Layout of work from center points and x/y axis lines provided by others.
- Providing mechanical and electrical engineering drawings and equipment submittals.
- Start up and adjustment of the mechanical and electrical fountain systems.
- Providing operation and maintenance manuals (three copies) and a walk-through on maintenance procedures for maintenance personnel.
- Providing a one year equipment and workmanship warranty.
- Applicable taxes.

Any items not explicitly included above are excluded from our scope of work. Some specific conditions and exclusions are:

Lift Ev'ry voice & Sing Park
September 5, 2023
Page Two

ADD $45,000 FOR NOTED EXCLUSIONS

- A fountain equipment room will be provided by others for the fountain pumping and control equipment. This room will be equipped with positive drainage (a sump pump or floor drain), lighting, and adequate ventilation. ✓
- A 1 ½" makeup water line provided and hooked up excluded to the fog manifold in the fountain equipment room is excluded. ✓
- Main electrical power (120/208 volt, three phase, 4 wire, 100 amp.) supplied and hooked up to each fountain control panel located in the fountain equipment room is excluded. ✓
- The concrete trough, waterproofing for the pool shells, or architectural finish products such as tile or wall caps are excluded. DONE IN PREVIOUS PHASE
- ~~Import or export of fill is excluded.~~ N/A
- Demolition, cutting, coring or sleeving of existing concrete or other obstructions is excluded. N/A
- The location and removal or rerouting of existing utilities or other obstructions before Freeport begins work is excluded.
- ~~Dewatering, sheet piling or shoring (if necessary) is excluded~~. N/A
- Cost of permits and ~~bonds~~ is excluded. ~~Payment and performance bonds are available at 1.5% additional bond fee~~. ACON HAS BOND

Our price to perform the above is **$305,000.00.** Terms for this proposal are 25% deposit, remainder net 30 based on monthly draws. This proposal is good for 90 days.

Please do not hesitate to contact us if you have any questions on the above. We look forward to working with you on this project.

Sincerely,
FREEPORT FOUNTAINS, LLC.

Joel M. Wolcott P. E.
Vice President

EXHIBIT SS-5

Frank Anderson

From:	Aimee Underwood <aimee@libertylandscapesupply.com>
Sent:	Thursday, August 17, 2023 11:25 AM
To:	Sean Smalls
Cc:	Frank Anderson; chaseanderson904@gmail.com; Michael DeGregorio
Subject:	RE: LEVS_Landscape Cost Estimate
Follow Up Flag:	Follow up
Due By:	Monday, August 21, 2023 4:00 PM
Flag Status:	Flagged

1. Shrubs and groundcovers $19,175
2. Sod (Zoysia Species) $5,700
3. Mulch $4,750.00
4. Irrigation (Planting bed areas and Grass Areas) $10,000
5. Topsoil $2,500
6. Maintenance- one year $6,500

   Total for BUDGETING PURPOSES only: $48,625

   Let me know if you have any questions.
   Thank you!!

Aimee Underwood

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

From: Sean Smalls <sean@hooddesignstudio.com>
Sent: Tuesday, August 15, 2023 4:30 PM
To: Aimee Underwood <aimee@libertylandscapesupply.com>
Cc: Frank Anderson <fanderson@Aconcci.com>; chaseanderson904@gmail.com; Michael DeGregorio

EXHIBIT SS-5

<michael@hooddesignstudio.com>
Subject: LEVS_Landscape Cost Estimate

Hi Aimee,

Attached in the pdf is the landscape list for LEVS. Highlighted in red are the landscape items we need some preliminary costing. The trees or palms on this project don't require estimating since it's cover under another funding source.

We need an estimate for the following:

1. Shrubs and groundcovers
2. Sod (Zoysia Species)
3. Mulch
4. Irrigation (Planting bed areas and Grass Areas)
5. Topsoil

Let us know if you have any questions and when you can turn this around.

Thanks!

Sean Smalls
Associate | Landscape Designer
Hood Design Studio
www.hooddesignstudio.com
P: 510. 679. 2348 ext. 120
C: 757. 439. 1339

harbinger
sign of the future

EXHIBIT SS-5

Company Address	2756 Park St Jacksonville, FL 32205 US	Created Date	8/29/2023
		Opportunity Owner	Ed Busey
		Expiration Date	9/29/2023
Quote Number	00000126		

Prepared By	Predrag Lubura
Email	predrag@harbingersign.com

Bill To Name	ACON Construction Co.	Ship To Name	COJ - Lift Every Voice and Sing Park
Bill To	3653 Regent Blvd # 401 Jacksonville, FL 32224 US	Ship To	W. Adams St. and Lee St. Jacksonville, FL 33209 US

Quoted Items

Product	Line Item Description	Quantity	Sales Price	Total Price
Sign - Wall	MANUFACTURE (1) ONE 9'-0" (H) X 45'-1" (W), (1) ONE 15'-5" (H) X 18'-0" (W) AND (1) ONE (1) ONE 8'-0" (H) X 19'-1 7/8" (W) KODA XT WALLS WITH S/S FRAMING STRUCTURES. NOTE: S/S FRAMING STRUCTURES TO BE POWDER-COATED.	1.00	$276,350.00	$276,350.00
Install Labor	INSTALL (1) ONE 9'-0" (H) X 45'-1" (W), (1) ONE 15'-5" (H) X 18'-0" (W) AND (1) ONE 8'-0" (H) X 19'-1 7/8" (W) KODA XT WALLS WITH S/S FRAMING STRUCTURES. NOTE: QUOTE DOES NOT INCLUDE INSTALLATION OF EXTERIOR LIGHTS.	1.00	$65,100.00	$65,100.00
Engineering	DESIGN AND ENGINEERING.	1.00	$8,100.00	$8,100.00
Permit	PERMIT, PROCUREMENT.	1.00	$450.00	$450.00
Permit	PERMIT, ACTUAL PERMIT TO BE INVOICED AT COST.	1.00	$0.00	$0.00
Note	LEAD TIME IS (16) SIXTEEN TO (20) TWENTY WEEKS FROM SIGNED P.O. AND DEPOSIT. IF PERMIT IS REQUIRED LEAD TIME BEGINS UPON PERMIT APPROVAL. PLEASE NOTE SPECIALTY MATERIALS OR PRODUCT CAN EXTEND LEAD TIME.	1.00	$0.00	$0.00

Totals

Subtotal	$350,000.00
Discount	0.00%
Total Price	$350,000.00
Grand Total	$350,000.00

DEPOSIT AMOUNT $175,000.00

This Proposal is not effective unless signed and dated by Harbinger and will automatically expire if not accepted by Customer in writing within 30 days of the Proposal Date. By signing Customer (i) agrees that the proposed prices, specifications, and terms and conditions contained herein are satisfactory and accepted; (ii) authorizes Company enter onto the Job Location site and to furnish the materials and perform the Work as specified, and (iii) agrees that payment will be made as specified
Work will not begin until a down payment of 50.0% of the total proposal amount listed above and a written acceptance is received by Harbinger. The "Additional Terms and Conditions" govern the parties' agreement. Please initial all pages.

Signatures

HARBINGER
By: _____

CUSTOMER
By: _____

Customer Initials: _____

Date _____

harbinger
sign of the future

EXHIBIT SS-5

Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Terms and Conditions

1. **Estimate; Proposal; Payments; Storage Fees.** Unless specified, the total Proposal amount does not include electrical, hookup, Permits (defined below), Storage Fees (defined below), engineering costs, surveys, or tax, unless stated, so the final invoice amount ("Full Purchase Price") may change prior to completion. Harbinger and Customer shall determine a mutually agreeable date for delivery ("Delivery Date") of the specified work product ("Materials"). At Harbinger's sole discretion, upon completion of any line item or part of the Materials (each, "Item"), Harbinger may submit to Customer a progress payment invoice ("Invoice"), and Customer shall pay to Harbinger a progress payment attributable to such completed Item ("Progress Payment") within 30 days of receipt of the Invoice. The Invoice will include Harbinger's proof of completion of the Item and the amount specified on the Proposal for the Item, plus any applicable tax. No later than 5 days after Harbinger's delivery (or installation, if applicable) of the Materials, Customer shall notify Harbinger in writing of any quality not in conformance with this Proposal; if Customer fails to do so, Customer waives all rights to reject the Materials on such basis. No later than 30 days after Harbinger's delivery (or installation, if applicable) of all of the Materials, Customer shall pay to Harbinger the Full Purchase Price less any down payment, deposit, and Progress Payments received. If Customer refuses or neglects to accept any of the Materials on the Delivery Date, or if Customer defaults on payment when due, Harbinger may declare the entire balance of the Full Purchase Price due and payable, and Customer shall pay Harbinger $____ per day (if left blank, $25 per day) that Harbinger stores such Materials ("Storage Fees"). Harbinger will send Customer a monthly invoice for Storage Fees on the 30th day after the first day Storage Fees begin to accrue. 1.5% interest per month will be charged on any unpaid balance, including on any Storage Fees.

2. **Permits; Junction Box; Drilling; Laws.** Unless otherwise specified herein, Customer shall be responsible for obtaining any permits or permissions ("Permits") required to install or maintain the Materials. If installation of the Materials is included in the Proposal, and Harbinger obtains Permits, Customer shall pay all associated costs and legal fees. If installation of the Materials is included in the Proposal, and if applicable, Customer shall provide Harbinger access to a junction box of suitable capacity and approved by the National Electric Code then in effect ("Junction Box"), within 5 feet of the proposed display location of the Materials, prior to installation. Customer shall be responsible for any obstruction of delivery due to any delay in obtaining Permits or providing access to a suitable Junction Box; such an obstruction may result in Customer incurring Storage Fees. If Customer executes this Proposal without obtaining such Permits or providing such access to a Junction Box, then Customer waives any claim against Harbinger for failing to install the Materials within the agreed-upon timeframe. If Customer is responsible for installation of the Materials or if Customer otherwise makes the final connection of the Materials to the Junction Box, Harbinger shall not be liable for damage resulting to the Materials, related components, people, or property due to any such connection. If installation of the Materials is included in the Proposal, and if drilling is necessary for such installation, Harbinger will contact the necessary authorities to locate public underground utilities. Customer shall be solely responsible for identifying the location of private underground utilities or other items; Harbinger shall not be liable for any damage to utilities or items not identified by Customer. If rock or unforeseeable conditions are encountered, requiring special equipment or revisions for Harbinger to install the Materials, Customer shall pay to Harbinger any additional fees for such equipment or revisions. Customer shall be available at all applicable times to provide access to Harbinger and its contractors to allow inspection or repair of the Materials. Each party shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders, and Customer waives all rights to require Harbinger to adhere to any standards or regulations more restrictive than any applicable law.

3. **Ownership.** Harbinger retains all right, title, and interest to the Materials, including any signs, until Harbinger receives the Full Purchase Price, including payment of all Storage Fees (if payment is by check, upon deposit of the funds into Harbinger's bank account). Customer assumes all risks and liabilities relating to damage to the Materials after delivery (and installation, if applicable), and any such damage will not affect Harbinger's rights to enforce the Full Purchase Price.

4. **Limited Warranties.** Subject to the terms and conditions hereof, Harbinger warrants to Customer that the Materials (excluding any digital display sign ("EGP")) shall be in accordance with any drawings or specifications submitted, and free from material defects in their construction (and installation, if included in the Proposal and installed by Harbinger) for a period of 1 year after the Delivery Date. With regard to EGPs only, subject to the terms and conditions hereof, Harbinger warrants to Customer that EGPs and their related components shall be free from material defects in their construction (and installation, if included in the Proposal and installed by Harbinger) for a period of 2 years, or for such longer warranty period specified on the Purchase Order, after the Delivery Date. If any of the Materials, including EGPs, (or their installation, if included in the Proposal and installed by Harbinger) is found to be defective during such warranty periods, and if the warranty is still in effect, then Harbinger shall elect to either repair the defect or replace the applicable Materials, free of charge. After such warranty periods have expired, or if such warranty is no longer in effect, then Harbinger may charge Customer normal labor charges for any work performed by Harbinger or its contractors. All applicable warranties are not transferable to third parties. Harbinger will use commercially reasonable efforts to pass-through to Customer the benefit of any warranties on the Materials, including EGPs, to the extent Harbinger has the right to do so. HARBINGER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR

Customer Initials: _____

Date: _____

PURPOSE

5. **Void of Warranties.** All applicable warranties do not cover damages or destruction from the following: (i) acts of God, lightning, wind, rain, flood, fire, earthquake, hurricane, explosion, war, invasion, hostilities, terrorism or threats, or other civil unrest; (ii) abuse, misuse, modification, vandalism, or malfeasance by Customer or any other party except Harbinger; (iii) normal wear and tear, or (iv) Customer's failure to properly maintain, in accordance with Harbinger's then-existing instructions and manuals, Materials, including EGPs. Further, all warranties are voided if any of the following occurs: (i) Customer fails to pay to Harbinger the Full Purchase Price; (ii) Customer fails to promptly report to Harbinger a defect; (iii) anyone other than Harbinger provides materials, fabrication, or service for the Materials and/or EGPs. Harbinger will not reimburse any person or company for repairs not reported to or corrected by Harbinger, or (iv) if Harbinger does not install the Materials, Customer and its contractor(s) fail to comply with the following installation requirements ("Installation Requirements"): contemporaneously with the installation of the Materials, Customer or its contractor(s) shall comply with Harbinger's then-existing instructions and manuals; take photographs of the installation, including the top, bottom, and inside of cabinets and all fans and/or vents ("Photographs"); and complete the warranty checklist and requirements thereon, including with part numbers and serial numbers ("Checklist"). Within 2 business days after installation of the Materials, Customer or its contractor(s) shall e-mail to Harbinger the Photographs and Checklist. Harbinger will not reimburse any person or company for repairs not reported to or corrected by Harbinger.

6. **Indemnification; Limitation of Liability.** CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HARBINGER FROM ANY AND ALL CLAIMS OR DAMAGES RELATING TO THE MATERIALS OR WORK IF CUSTOMER ABUSES, MISUSES, MODIFIES, (FAILS TO COMPLY WITH THE INSTALLATION REQUIREMENTS, IF APPLICABLE) OR FAILS TO PROPERLY MAINTAIN, IN ACCORDANCE WITH HARBINGER'S THEN-EXISTING INSTRUCTIONS AND MANUALS, ANY MATERIALS DELIVERED, INSTALLED, OR REPAIRED BY HARBINGER, OR IF CUSTOMER ALLOWS OTHERS TO DO SO. Harbinger shall not be liable for consequential, special, or punitive damages arising herefrom.

7. **Force Majeure.** No party shall be deemed to have breached this agreement for failure or delay in fulfilling any term hereof (except for obligations to make payments) if such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: (i) acts of God; (ii) flood, fire, earthquake, hurricane, or explosion; (iii) war, invasion, hostilities, terrorism or threats, or other civil unrest; (iv) government order or law, other than one delaying issuance of a Permit; (v) actions, embargoes, or blockades after the date of this agreement; (vi) national or regional emergency; or (vii) strikes, labor stoppages, slowdowns, or other industrial event, however, such party shall use diligent efforts to mitigate the effects of such force majeure event and shall give written notice to the other party within 10 days of such event, stating the estimated time delay caused by the event.

8. **Miscellaneous.** This Proposal, the terms and conditions of which apply to all purchase orders contains the entire agreement between the parties relating to the Materials and Work contemplated herein, and supersedes any and all prior or conflicting proposals, agreements, or understandings. Any modification shall be valid only if it is in writing and signed by Harbinger and Customer, which modification is subject hereto to the extent its terms do not conflict herewith. Harbinger's failure to enforce at any time any terms or conditions of this agreement shall not constitute a waiver of such provision or any other provision hereof. The terms and conditions are binding upon Customer, its agents, successors, or assigns; however, Customer shall not assign this agreement without Harbinger's prior written consent. If any court of competent jurisdiction declares any provision hereof to be invalid, such determination shall not affect the validity of any other provision hereof, which shall remain in full force and effect. This agreement is governed by the laws of the State of Florida, without giving effect to the principles of conflicts of law. Any action relating hereto must be instituted in federal or state court in Duval County, Florida, and the parties hereby irrevocably submit to the jurisdiction of any such court. In connection with any litigation brought which arises out of or relates hereto, the prevailing party will be entitled to recover all costs associated with same, including reasonable attorneys' fees at trial and on appeal. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER THIS PROPOSAL. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF DUTIES UNDER THIS AGREEMENT.

Customer Initials: _____

Date: _____

EXHIBIT SS-5

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: LaVilla LEVS Park Phase 4 Construction
Project No.: 8150-15
Date: Sep 23, 2023

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	*			
2.)				$
3.)				$
4.)	•			$
5.)	•			$
6.)	•			$
7.)	•			$
8.)	•			$

- While no minority participation is contained in this proposal, the overall contract remains over the 10% total required...also, the Hardscape Allowance will be negotiated with JSEB at $150,000

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: TBD

Date of this Document: Sep 23, 2023

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION- DESIGN/BUILD

AGENCY: 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 Exhibit SS-4 for the LaVilla Neighborhood Parks Master Plan (Amendment 44D), and to increase the award by $259,175.51, for a revised GMP of $2,120,297.01 for this project.

Funding Source: 32109.153103.565050.010113.00000000.00000.0000000 - $130,958.93
32109.153119.565050.010113.00000000.00000.0000000 - $ 8,284.89
32111.153103.565050.010113.00000000.00000.0000000 - $ 10,111.02
32111.153103.565051.010113.00000000.00000.0000000 - $109,820.67
To be executed by formal contract amendment through Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Exhibit SS-4, and Previous Awards

ANALYST: JACLYN STAMOS

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 GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 9/15/2022

OTHER:

ACTION OF AWARDING AUTHORITY DATE 9/18/22

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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