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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

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

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

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

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

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

MEMBERS APPROVING_____ 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

February 1, 2023

TO: Dustin Freeman
Chief of Procurement

THRU: Steven D. Long, Jr., 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-0112-21 – Design-Build Services - Active and Passive Parks Projects – JWJ Park Renovations AMENDMENT 16A

Based on the Design Criteria Package (DCP) developed by the Department of Parks, Recreation and Community Services, in accordance with Design/Build CDB-0112-21, Contract 71629-22 has completed negotiations with Acon Construction Co., Inc., to provide Phase 1 Design for JWJ Park Renovations. Negotiations have resulted in the GMP amount of $576,002.20, with $10,000.00 in contingency, as indicated on the attached Scope & Fee Summary, Exhibit Q-1 and allowing for the completion of the work within 240 days from the Notice to Proceed. Acon Construction Co., Inc. is committed to meeting the 20% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Contract #71629-22, originally executed March 8, 2022, between the City and Acon Construction Co., Inc. for Design-Build Services- Active and Passive Parks, be amended to incorporate the attached Scope and Fee Summary, Exhibit Q-1 for JWJ Park Renovations for the GMP amount of $576,002.20 known as Amendment 16A.

To be encumbered as follows:

Accounts		TOTAL
33101.167101.565030.010586.00000000.00000.0000000		$300,000.00
32124.167101.565031.010586.00000000.00000.0000000		$200,000.00
33101.167101.565050.010586.00000000.00000.0000000		$76,002.20
TOTAL		$576,002.20

RGS/lw

Attachment: Exhibit Q-1
JSEB Participation

cc: Lori West, Engineering and Construction Management

EXHIBIT Q-1

ACON Construction Co., Inc.

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

Nov 14, 2022

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: JWJ Park Renovation Design Phase 1
DB Contract #71629--22

Mr. Smith,

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

The scope of this project is to provide the concept and initial design detailed in attached proposals for Phase 1 provided by our design teams at Hanson, Hood and Miller. The proposal was initiated by a site visit with COJ Parks and initial design requirements were provided to us based on past meetings with local government and community agencies. Specific work to be provided under this proposal is spelled out in the attached proposals and breakdowns. The specific work includes listed trips and community meetings to ensure the project concept aligns with COJ needs before we proceed to Phase 2 Design and limited construction. A limited contingency of $10,000 is included to cover additional survey and /or investigations that may occur.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $576,002.20.

The Guaranteed Completion Date (GCD) will be 240 days from NTP for a concept design plan. Survey data will be shared with COJ as it is developed and documented.

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

Sincerely,

Frank Anderson
Construction Manager

Revised Exhibit 2
Rev Proposal
December 5, 2022 - NCSPHS

ACON Construction Company

DB Contract 71629-22

JWJ Park Renovation Design
Phase 1

DATE: 11/14/22

Item #	Description	Units	Quantity	Unit Cost	Total Cost
	Project Management	Hrs	30	$110.00	$3,300.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	15	$75.00	$1,125.00
	Civil Engineering and Survey as Proposed (see Hanson attachment)	LS	1	$87,891.00	$87,891.00
	Hood Design Studio Specialty Design	LS	1	$411,000.00	$411,000.00
	Miller Electric Design 30%	LS	1	$22,500.00	$22,500.00
	Contingency (Limited for Design)	LS	1	$10,000.00	$10,000.00
	Subtotal				**$535,816.00**
	DB Fee 7.5% (per contract)	LS	1	$40,186.20	$40,186.20
				TOTAL	**$576,002.20**

EXHIBIT Q-1

HANSON
Engineering | Architecture | Planning | Allied Services

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

$87,891.00

September 9, 2022

Mr. Frank Anderson
ACON Construction Company
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

RE: James Weldon Johnson Park
Schematic Civil 30% Design Services
22L0124

Dear Mr. Anderson:

Hanson Professional Services Inc. (Hanson) is pleased to submit our proposal to provide conceptual 30% site plans for the James Weldon Johnson Park., located in Jacksonville, Florida. Preliminary design efforts will address site demolition, geometry, site grading, design of stormwater collection systems and utilities.

The abbreviated project description, scope of services, and compensation are as follows:

I. ABBREVIATED PROJECT DESCRIPTION

The following scope of professional services will provide topographic, geotechnical, and arboricultural surveys along with preliminary civil engineering design services for renovation of the James Weldon Johnson Park, located adjacent to the Jacksonville City Hall in the St. James Building. The park is urban in nature and one of the oldest established within the City. It is our understanding that the whole park will be renovated to provide new venues related to the history of the area as well as accommodate public performances and celebrations. This task is to further development of an approved concept plan prepared by Hood Design Studio (HOOD).

II. SCOPE OF SERVICES

A. Schematic Design – 30%

1. In conjunction with HOOD, ACON and other design team members, Hanson will provide schematic civil engineering design to include site demolition, geometry, grading and drainage, and utilities within the park and portions of Duval, Laura, and Monroe Streets. Plan delivery includes the following:

    a. Site Demolition Plan
    b. Preliminary Site Geometry Plans
    c. Preliminary Grading & Drainage Plans
    d. Preliminary Utility Plan

B. Coordination Meetings with HOOD, ACON, and other Team Members

1. Hanson will participate in up to eight coordination (8) meetings with the ACON, the City of Jacksonville, HOOD, and other team members involved with the project.

C. Permitting

1. Hanson will provide permitting services for the following agencies:
   a. Submit to the St. Johns River Water Management District for a Permit Determination

D. Survey Services

1. Boundary Survey
2. Topographic Survey, including trees
3. Quality Level B Utility Designation

E. Geotechnical Services

1. 6 – Concrete/Brick Cores
2. 8 –20-foot deep Standard Penetration (SPT) borings

F. Tree Inventory Report

1. Locate and identify trees in park
2. Measure and assess health of trees

III. EXCLUDED SERVICES

Hanson's Scope of Services expressly does not include the following services which are the obligation of the CFCU or TTV, as the case may be.

1. Architecture, landscape architecture, irrigation, structural, lighting, ITS, or electrical design services.
2. Any engineering service related to buildings or vertical construction elements.
3. Any service related to environmental contamination assessment.
4. In the event changes are requested by the City or ACON once a phase or work is complete, all work connected therewith shall be treated as additional services and paid for accordingly.

IV. FEE SCHEDULE

Our fees for the described services are outlined in the following table.

Scope of Services	Lump Sum Fee
Civil Design & Permitting	$56,472.00
Topographic Survey	$22,915.00
Geotechnical Survey	$6,704.00
Arboricultural Survey	$1,800.00
TOTAL	**$87,891.00**

We look forward to working with ACON and the City of Jacksonville on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,

Randy Downing

Randy Downing, PE
Sr. Project Manager
Hanson Professional Services

HANSON PROFESSIONAL SERVICES, INC.

DATE: 09/09/22
CLIENT: ACON
PROJECT: James Weldon Johnson Park 30%

	Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a. Schematic Design (30%)							
Site Visits, Data Collection and Review	0	6	6	6	2	0	20
Survey & Geotech Oversight & Coordination	0	4	0	0	2	2	8
Arborist Oversight & Coordination	0	2	0	0	0	1	3
Coordinate with Design Team (Planner, Landscape & Electrical)	0	6	6	0	2	2	16
Preliminary Demolition Analysis	0	4	6	3	3	0	16
Schematic Site Geometric Layout	0	4	8	8	10	0	30
Schematic Geometric Layout of Adjacent Streets	0	2	4	4	8	0	18
Schematic Site and Street Grading and Drainage Layout	0	6	10	8	12	0	36
Schematic Utility Layout	0	1	2	2	4	0	9
Review Potential Traffic Signal Revisions	0	2	4	2	0	0	8
Design Coordination with COJ Parks	0	6	6	0	0	0	12
SJRWMD Pre Application Meeting/Coordination	0	3	3	0	0	0	6
Verification of any Historic Relevance on Monument	0	3	2	1	0	0	6
Schematic Plans Development (Demo, Geometry, Grading & Drainage, Utility)	0	4	8	0	24	0	36
Quality Control	0	11	0	0	0	0	11
Supervision	11	0	0	0	0	0	11
Client/Design Design Meetings/Coordination	4	16	12	2	2	0	36
Sub-total Hours	15	80	77	36	69	5	282
Hourly Rates	$283.36	$271.43	$216.25	$143.17	$101.41	$89.48	
Sub-Total Design/Permitting Dollars	$4,307.11	$21,768.78	$16,651.26	$5,154.21	$6,997.55	$447.41	$55,326.32

b. ESTIMATED EXPENSES*	Unit	$/Unit	Quantity	Cost
11 X 17 Copies	ea.	$0.15	149	$22.35
8.5" x 11" Copies	ea.	$0.10	151	$15.10
Mileage	mi.	$0.59	185	$108.23
Archaeological Consultant Allowance	ea.	$1,000.00	1	$1,000.00
				$1,145.68

Sub-Total - Hanson	$56,472.00
Survey - Clary	$22,915.00
Geotechnical - CSI Geo	$6,704.00
Arborist - Specialty Tree	$1,800.00
Total All Services	$87,891.00

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EXHIBIT Q-1

Revised Exhibit 2
Rev Proposal
December 5, 2022 - NCSPHS

EXHIBIT Q-1

PART ONE - GENERAL	
1. PROJECT James Weldon Johnson Park 30%	2. PROPOSAL NUMBER 22L0124
3. CONSULTANT HANSON PROFESSIONAL SERVICES, INC.	4. DATE OF PROPOSAL 9/9/2022

PART TWO - LABOR RELATED COSTS

5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL
Principal	$95.00	15	$ 1,444.00	
Project Manager	$91.00	80	$ 7,298.20	
Project Engineer	$72.50	77	$ 5,582.50	
Engineer Technician	$48.00	36	$ 1,728.00	
CADD Technician	$34.00	69	$ 2,346.00	
Clerical	$30.00	5	$ 150.00	
TOTAL DIRECT LABOR				$ 18,548.70
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 171.16% X TOTAL DIRECT LABOR				$ 31,747.95
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				$ 50,296.65
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				$ 5,029.67

PART THREE - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS	
ORIGINAL REPRODUCIBLE - VELLUM PLOTS	
BLUELINES - 24"x36"	
PAPER COPIES	$37.45
MISCELLANEOUS DIRECT COSTS SUBTOTAL	$ 37.45
10. SUBCONTRACTS - LUMP SUM	
Survey - Clary	$22,915.00
Geotechnical - CSI Geo	$6,704.00
Arborist - Specialty Tree	$1,800.00
SUB-CONTRACT SUBTOTAL	
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)	*$31,419.00*
11. REIMBURSABLE COSTS (LIMITING AMOUNT)	
Other Expenses (Archaeological Allowance and mileage)	$1,108.23
SUBTOTAL REIMBURSABLE	$ 1,108.23

PART FOUR - SUMMARY

TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11	$ 87,891.00

I:\22Jobs\22L0124\Admin\09-Potential Projects\James Weldon Johnson\Proposal\[Statthours_Hanson JWJ 9_7_22.xls]Summary

Revised Exhibit 2
Rev Proposal
December 5, 2022 - NCSPHS

EXHIBIT Q-1

SURVEY & RIGHT OF WAY MAPS

CONSULTANT:	HANSON	NAME OF PROJECT:	James Weldon Johnson Park ACON Parks Projects
SUBCONSULTANT:	CLARY	On:	Monument Road
		County:	Duval

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

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Boundary	2		$1,240.00		$2,480.00	Boundary of the property
			$1,240.00		$0.00	
Set Horizontal Control	0.6		$1,240.00		$930.00	Set Horizontal Control
			$1,240.00		$0.00	
Set Vertical Control	1		$1,240.00		$1,240.00	Set Vertical Control
			$1,240.00		$0.00	
Topographical Survey	6		$1,240.00		$7,440.00	See Scope
			$1,240.00		$0.00	
Drainage	2		$1,240.00		$2,480.00	See Scope
			$1,240.00		$0.00	
Designate Utilities	4		$1,240.00		$4,960.00	See Scope
			$1,240.00		$0.00	
Trees	1		$1,240.00		$1,240.00	All Trees
			$1,240.00		$0.00	
			$1,240.00		$0.00	
			$1,240.00		$0.00	
TOTAL	16.6				$20,770.00	TOTAL
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor & Mapper	Hour	1	$190.00		$190.00	Supervise
Cadd Technician	Hour	20	$95.00		$1,900.00	Mapping
Clerical	Hour	1	$55.00		$55.00	
TOTAL					$2,145.00	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Control Maps	Hour		$95.00		$0.00	
Right-of-Way Maps	Hour		$95.00		$0.00	
Legal Descriptions	Hour		$95.00		$0.00	
Title Searchs	Hour		$95.00		$0.00	
TOTAL		0			$0.00	

TOTAL COST $22,915.00 PREPARED: 8/12/2022

LIMITING AMOUNT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
	Each	N/A	$0.00			

Clary
PROFESSIONAL SURVEYORS & MAPPERS

Scope of Work

City of Jacksonville

James Weldon Johnson Park

August 12,2022

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

- *Locate any Drainage within the site and extend to next structure outside. Size, Type, and Inverts*

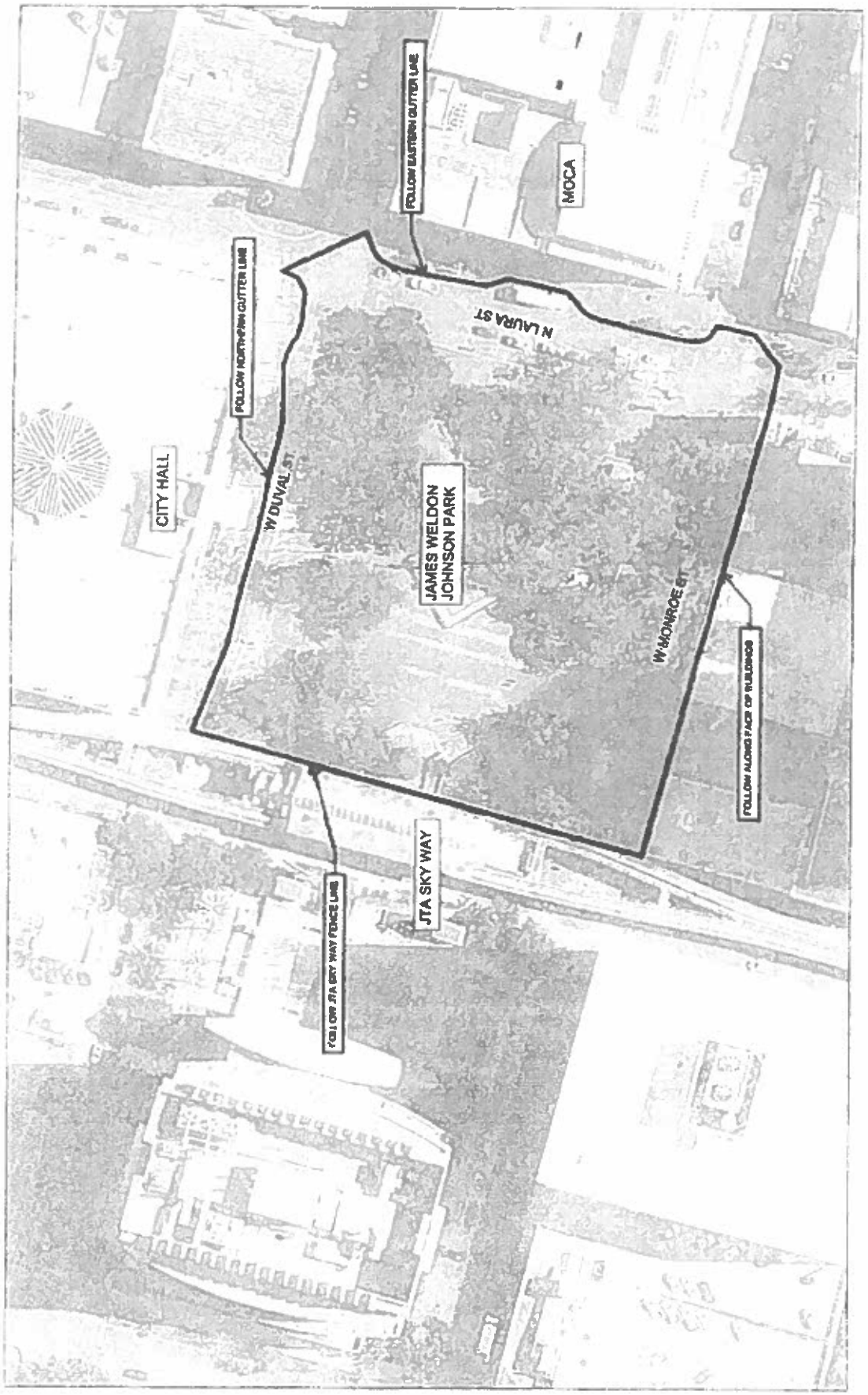
- *Perform a **Boundary Survey** of the property to show right of way lines on survey*

- *Perform **Topographical Survey** north gutter line of W Duval St, east gutter line of N Laura St, Building line on southside of W Monroe St and JTA Skyway to the west, all interior features, all trees. Not a lot of detail is needed on Terraces or fountain.*

- *Perform **Quality Level B Designation** within the Survey limits to identify water, sanitary, communications and gas. Size, Type and Material*

- *Final deliverable will be in Auto-Cad format*

EXHIBIT Q-1



JAMES WELDON JOHNSON PARK
SURVEY EXHIBIT

Revised Exhibit 2
Rev Proposal
December 5, 2022 - NCSPHS

CSIGeo
Geotechnical · CMT · CEI

GEOTECHNICAL FEE ESTIMATE
Geotechnical Exploration
James Weldon Johnson Park
Jacksonville, Florida

2394 St. Johns Bluff Road, S Suite 200
Jacksonville, Florida 32246
tel (904) 641-1993

Item Description		Unit	Number of Units		Cost / Unit		Estimated Cost
Field Investigation							
Mobilization-Truck		ea.	1	ea.	$550.00	/ea.	$550.00
8 SPT Borings @ 20' ea.		ft.	160	ft.	$14.00	/ft.	$2,240.00
Casing to Stabilize Borehole		ft.	80	ft.	$10.00	/ft.	$800.00
6 Concrete / Brick Core		ea.	6	ea.	$130.00	/ea.	$780.00
Boring Layout/Utility Clearance		hr.	2	hr.	$120.00	/hr.	$240.00
	Subtotal:						$4,610.00
Laboratory Testing							
Moisture Content		ea.	8	ea.	$21.00	/ea.	$168.00
Percent Fines		ea.	8	ea.	$45.00	/ea.	$360.00
Organic Content		ea.	4	ea.	$50.00	/ea.	$200.00
	Subtotal:						$728.00
Engineering/Support Services							
Senior Engineer		hr.	1	hr.	$185.00	/hr.	$185.00
Project Engineer		hr.	3	hr.	$159.00	/hr.	$477.00
Staff Engineer		hr.	4	hr.	$120.00	/hr.	$480.00
CADD		hr.	2	hr.	$112.00	/hr.	$224.00
	Subtotal:						$1,366.00
TOTAL (Estimated):							**$6,704.00**

EXHIBIT Q-1

Early Piety
CERTIFIED ARBORIST

SPECIALTY TREE SURGEONS
TREE PRESERVATION CONSULTANTS

INTERNATIONAL SOCIETY OF ARBORICULTURE

PROPOSAL

August 12, 2022

Randy Downing
Hanson Professional Services
8075 Gate Parkway West, Suite 204
Jacksonville, FL 32216

Phone: (904) 423-5357
Email: rdowning@hanson-inc.com

Job Location: Hemming Plaza
Assess all trees and propose recommendations
Tree Inventory report for approx. 35 trees.
Locate and identify trees on survey.
Tag each tree with a numbered tag.
Measure and assess health of trees.
Generation of report.

Total Price $1800.00

Early Piety, President
ISA Certified Arborist #SO-0584A
Specialty Tree Surgeons, Inc.

Accepted By: _____

Print Name: _____

$411,000.00

EXHIBIT Q-1

HOOD DESIGN STUDIO
3016 Filbert Street Studio 2
Oakland, CA 94068
510.595.0688
hooddesignstudio.com

Fee Proposal

August 15, 2022

ACON Construction
Jacksonville, FL

Attn: Frank Anderson
Project Manager
ACON Construction

Re: James Weldon Johnson Park
Vision Plan Design Services
Jacksonville, Florida

Dear Frank,

We are pleased to submit the following proposal for professional landscape architectural services for The Vision Plan for James Weldon Johnson Park project in Jacksonville, Florida. We hope this Fee Proposal captures our recent conversations regarding your ambitions for the park's future.

We share you and your team's sentiments as to the importance of the crucial open space. We are standing by for any questions, comments, and/or clarifications.

Very Best,

Michael DeGregorio
Principal
Hood Design Studio

HOOD

Revised Exhibit 2
Rev Proposal
December 5, 2022 - NCSPHS

Project Description

The project site, approximately 2 acres in size, is located in Jacksonville, Florida across from the Jacksonville City Hall, bound by W Duval, N Laura, Monroe and Hogan Streets. Formerly named Hemming Park, The City of Jacksonville recently removed a statue of Hemming and renamed the park after James Weldon Johnson. The Park currently serves daytime workers in the area, hosts events and contains rotating and permanent public art. With its recent re-naming, project stakeholders hope to use this opportunity to not only rejuvenate the park's facilities, but also consider its place within the history and culture of Jacksonville and its residents. This initial effort will address both the functional and sociocultural aspects of the park in The James Weldon Park Vision Plan. Through the process, HDS will liaise with the client group(s) and identify community groups to develop an aspirational future for the park. The final deliverable will be schematic in nature, so that the design and its graphics can be used both for fundraising and cost estimating. HDS assumes work for this effort will be limited to within the curb lines of the Park and will not extend into the roadway or adjacent streetscape areas

Exhibit A – Limits of Work

A. Scope of Work

HDS shall provide design services for the following scope items:

1. Strategic positioning of Park: how to balance "the everyday" with other events; a civic space; a space for remembrance and celebration
2. Cultural and site research
3. Location of key elements: stage, bathroom, planting areas, eating areas, public art, water features
4. Analysis of site for use of everyday program and event programming
5. Application of site interpretation elements of James Weldon Johnson
6. Assistance in organization of community events with identified project stakeholders

B. Proposed Schedule

- October 15 2022: Project Kickoff
- 10/15/22 – 11/15/22 (1 month): Research and Key Themes Development
- Mid November/Early December 2022: Community Meeting 1
- 11/15/22 – 1/15/23 (2 months including holidays): Conceptual Options Development
- Mid-January 2023: Community Meeting 2
- 1/15/23 -2/15/23: Final Concept Design Development; Vision Plan Document Completion

- Mid-February 2023: Community Meeting 3
- Mid-February 2023 – March 1, 2023: Client Review Period
- March 2023: Schematic Design Kickoff
- 3/1/23-4/15/23: 50% Schematic Design development
- 4/15/23-5/1/23: Client Review Period
- 5/1/23 – 6/15/23: 100% Schematic Design Development

C. Scope of Services

I. Vision Plan/Concept Design

Duration: 4 months (not including review periods)

HDS will review existing surveys and studies and engage in research to understand key cultural and historic themes that can influence site design. We will meet with project stakeholders to understand priorities and goals and establish initial design scenarios for the park. Meetings for this phase:

1. Kick-off Meeting (virtual)
2. Community Meeting – initial themes and community ambitions (in person)
3. Mid-point check-in – Conceptual Options Community Meeting (in person)
4. Final Vision Plan Presentation – Community Meeting (in person)
5. Bi- Weekly Design/Engineering Teams Coordination Meeting (virtual)

Deliverables:

- *Synthesized research themes, conveyed through imagery and narrative*
- *3 Conceptual site scenarios, each including:*
    - *Site plans locating main elements, paving, planting and furnishings*
    - *Program/use diagrams*
    - *2 perspectives, in house*
- *Final Concept Design:*
    - *Scaled, Illustrative Site Plan identifying main site elements and their location*
    - *2 sections/elevations*
    - *3 professional renderings*
    - *Analytical diagrams at a conceptual level of detail:*
        - *Materiality & Furnishings*
        - *Planting*
        - *Site Access and Circulation*
        - *Grading and drainage*
    - *Written narrative of design approach*

- *PDF presentation including all research, concept design scenarios and all other design content*

II. **Schematic Design**

Duration: 3 months (not including review periods)

Upon approval of the previous phase of work and receive notice to proceed, HDS will develop 1 chosen concept plan to develop at a schematic design level. During this phase, HDS will collaborate with all other design and engineering disciplines to ensure coordination of all project criteria. Meetings for this phase:

1. Kick-off Meeting – All Team (virtual)
2. 50% Schematic Design – Community Briefing Presentation (in person)
3. Final Presentation – All Team (virtual)
4. Bi-weekly Design/Engineering Team coordination meetings (virtual)

Deliverables:

- *Schematic level of design for the Park, issued at 50% and 100%:*
  - *Scaled, Illustrative Site Plan identifying main site elements and their location*
  - *4 sections/elevations*
  - *3 in-house renderings*
  - *Analytical diagrams at a schematic level of detail:*
    - *Materiality & Furnishings*
    - *Planting*
    - *Site Access and Circulation*
    - *Grading and drainage*
  - *Written narrative of design approach*
  - *Written narrative for cost estimation*
  - *At both 50% and 100%, two separate packages will be issued in PDF format: an illustrative package and a technical drawing set*

D. Assumptions

1. Any client/owner comments at 100% issuance of any phase will be integrated into the subsequent phase of work, not assumed as a revision of the current phase.
2. HDS assumes to participate in community meetings, provide design and graphic content, and collaborate with the City to plan the format of community events. HDS is not responsible for the cost or staffing related to noticing the public, logistics of the venue for the event, signing in participants, and any other, related administrative tasks.
3. HDS understands there are no construction costs targets for the project.
4. HDS understands that we will not engage a cost estimator for this effort.

5. HDS will locate and design any small-scale building architecture (pavilions/shade structures/bathrooms) at a conceptual level for this effort.
6. The fee listed herein includes 5 trips to Jacksonville, 3 in concept/vision phase and 2 in schematic design phase. Trips average to include 2.5 persons including Principal Michael DeGregorio, roundtrip air and ground travel, hotels, meals and incidentals, with 1 day of in-person meetings with clients/stakeholders per trip.
7. The scope and fee stipulated herein does not include any professionally stamped drawings, mockups, or other technical drawings and submittals required for construction.
8. HDS will not perform work during any requested client review periods.
9. HDS assumes, given the streamlined schedule, that there will be no additional meetings outside what is stipulated in the scope of services.
10. Walter Hood, Creative Director, sets creative intent of all projects internally, collaborating with our project team and working closely with the Principal-In-Charge. His attendance at key events/presentation is subject to final scheduling in relation to other previously scheduled events, and as such, is not guaranteed. Should the client desire to have Walter attend an in-person event, his time is covered under this proposal, but his travel reimburseables will be submitted as an additional service fee.

E. Exclusions to Scope of Services

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

1. Soils testing.
2. Overhead aerial photographs at scale.
3. Engineering other than that provided within the Scope of Work.
4. Opinion of probable cost and/or cost estimate.
5. Fountain mechanical, electrical, structural and plumbing.
6. Wayfinding and site signage.
7. Irrigation design and engineering.
8. Full-scale drawing sets
9. Professional renderings and animations in addition to what is stipulated in scope of services.
10. Additional meetings in addition to what is stipulated in scope of services.

F. Fees

Services described above shall be provided for the fixed fee identified in the table below, in accordance with the terms and conditions in Appendix A. Project will be invoiced on a monthly basis.

Overall fee breakdown by phase:

Phase	Fee
Vision Plan/Concept Design	$240,000
Schematic Design	$171,000
Subtotal	$411,000
Travel Reimbursable Expenses	Included
Fee Total	$411,000

Menu of Additional Services, in addition to above fees. This is an estimate of the consultants' fees, subject to a formal proposal if requested by the client:

Operations & Maintenance Plan, with ETM Associates:**	$30,000
Design Animation with Playhouse Animation*:**	$15,000

**O&M Plan to include existing analysis to identify maintenance concerns, strategy with associated costs and personnel, and memo to summarize findings. More information can be provided if requested.

***See a similar animation work product here, which also includes voiceover and interviews: https://vimeo.com/352125804

APPENDIX A

Reimbursable Expense

Reimbursable expenses for printing/plotting of presentation materials, model and workshop materials as applicable, or other expenses are included in the total fee. Travel reimbursable expenses are itemized as indicated.

Additional Services

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

- Presentations and products other than those specifically agreed-upon in the final contract.
- Detailed models and special illustrations/renderings produced by outside consultants or vendors will be an additional service, authorized in writing by the Client.
- Substantial changes to any part of the project, which had been previously approved by the Client.
- Schedule delays or interruptions.

- An increase of more than 10% of the construction cost of the project will incur additional service fees.

Fees for additional services shall be calculated based on Hood Design's 2022/2023 standard hourly rates as follows:

Walter Hood	$425 per hour
Principal	$275 per hour
Associate	$190 per hour
Project Manager	$180 per hour
Designer	$120 per hour
Admin	$ 75 per hour

APPENDIX B

Consultancy's Agreement

I. CONSULTANT'S PROFESSIONAL SERVICES AND RESPONSIBILITIES

1. HDS's scope of professional services to the Client shall consist of Landscape Design and Concept Master Planning Consulting Services as described in this Proposal.
2. HD's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. HDS shall submit for the Client's approval a schedule for the performance of HDS's services which shall initially be consistent with the time periods established by the Client at the beginning of the Project and which shall be adjusted as necessary as the Project proceeds. This schedule shall include allowances for periods of time required for the Client's review and for the performance of the Client's consultants. Approval of submissions by local public authorities having jurisdiction over the Project are anticipated at this phase.
3. HDS shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. HDS shall provide prompt written notice to the Client if HDS becomes aware of any errors, omissions or inconsistencies in such services or information.
4. HDS will use the site survey to be provided by the Client. HDS suggests the Client to procure an up-to-date survey prior to beginning design development phase.

II. RESPONSIBILITIES OF THE CLIENT

1. The Client shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Client shall provide to HDS, information necessary and relevant for HDS to evaluate and act upon, including site survey and existing architectural drawings.
2. The Client shall furnish tests, inspections and reports if required by law or existing conditions or the scope of work, such as structural, chemical, or geological tests, tests for air, water or soil pollution, recycled water, or hazardous materials. Soils and recycled water test are anticipated as a necessary early evaluation component of the project.
3. The Client shall provide prompt written notice to HDS if the Client becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in HDS's drawings, correspondence or documents.

III. TERMINATION

1. If the Client fails to make payments to HDS in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at HDS's option, cause for suspension of performance of services. If HDS elects to suspend services, HDS shall give seven days written notice to the Client, prior to suspension of services. In the event of a suspension of services, HDS shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.
2. If the Project is suspended by the Client for more than 30 consecutive days, HDS shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, HDS shall be compensated for expenses incurred in the interruption and resumption of HDS's services.
3. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
4. This Agreement may be terminated by the Client upon not less than seven days' written notice to HDS for the Client's convenience and without cause. In the event of such termination, HDS shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

IV. REPRODUCTION AND INFORMATION

1. The Client shall furnish at his expense to HD all technical memoranda and any other information required for HD's services.
2. HD shall furnish information and progress reproductions of its work at the request of the Client. Methods of presentation shall include digital PowerPoint or PDF presentations, 11"x17" sheets of conceptual drawings and site plan and section on poster size sheet (i.e. 38"x24").
3. Final reproductions and documents furnished to other Consultants selected by the Client shall be paid for by the Client.

V. ASSIGNMENT AND DELEGATION

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

VI. MISCELLANEOUS PROVISIONS

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

VII. NON-WARRANTY

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

VIII. OWNERSHIP OF DOCUMENTS

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

IX. SCOPE OF AGREEMENT

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

Date: _____

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

"CLIENT" (Company)

a _____

By: _____

Name: _____

Title: _____

"CONSULTANT"

HOOD DESIGN STUDIO, INC. (HDS)
a California S Corporation

By: _____

Name: _____

Title: _____

$22,500~

EXHIBIT Q-1

MILLER ELECTRIC COMPANY
Powering the Possibilities

PO Box 1799 (32201)
6805 Southpoint Parkway
Jacksonville, FL 32216
TOLL FREE: 800.554.4761
FAX: 904.389.8653
www.mecojax.com

October 14, 2022

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

Re: James Weldon Johnson Park – 30% Design & Investigation Services Proposal

Dear Frank,

Miller Electric is excited to provide a design proposal for the James Weldon Johnson Park project and we look forward to working with you and your team on this project. As discussed, Miller Electric proposes to provide design services for the project, with the proposed scope and fees as outlined below.

PROJECT SCOPE

We understand that this portion of the project is to consist of the investigative and 30% design phase services for the proposed renovations of the electrical infrastructure to accommodate the complete renovation of the park, to include lighting, power and electrical service coordination for the James Weldon Johnson Park, in downtown Jacksonville, FL.

BASIC SCOPE OF SERVICES

Miller's scope of services will include design and investigation services as described below:

Site Investigation and 30% Documents

1. Provide investigative services in coordination with the civil engineer and the contractor to identify and document site electrical components – existing electrical systems and pathways for potential re-use.
2. Provide electrical engineering services to include the 30% design for proposed revisions to the existing site electrical infrastructure, site lighting and electrical service as necessary to convey the electrical design.
3. This proposal does not include low voltage services, i.e. Security, Audio Visual, etc...

MILLER ELECTRIC COMPANY
Powering the Possibilities

PO Box 799 (32201)
6805 Southpoint Parkway
Jacksonville, FL 32216
TOLL FREE: 800.554.4761
FAX: 904.389.8653
www.mecojax.com

EXHIBIT 2

FEE/SCHEDULE

We propose to provide the above-described services for the following fee structure, inclusive of any expenses:

30% Design Documents	$ 13,500
Site electrical investigation	$ 9,000

Billing will be monthly, based on the percentage of completion of each task. If this proposal is acceptable, your signature below will confirm Miller Electric's authorization to proceed with the design. This authorization constitutes the Client's commitment to pay the fee.

We look forward to your favorable selection of Miller Electric and the opportunity to assist your team for this and future projects. Please feel free to call me with any questions or comments.

Yours truly,

Miller Electric Company

Ryan Fryman, PE
Director of VDC and Engineering Services

ACON Construction Co., Inc.

By:_____

_____
Print Name and Title

_____
Date

Revised Exhibit 2
Rev. Proposal
December 5, 2022
NCSPHS

EXHIBIT Q-1

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: JWJ Park Renovation Phase 1 Design
Project No.: 71629-22
Date: Nov 14, 2022

	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 will achieve our overall 20% JSEB for Contract 71629-22.

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Oct 24, 2022

Revised Exhibit 2
Rev Proposal
December 5, 2022 - NCSPHS

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

BID # CDB-0112-21

OPEN DATE: 2021-06-23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

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

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFQ and the evaluation committee has evaluated proposals Subsequently, presentations were conducted and evaluated on November 4, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

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

Recommend approval of award to Acon Construction Co., Inc., as receiving the h ghest score in accordance with the evaluation and ranking above. Period of Service will be five (5) years from effective date of contract with funding not-to-exceed $8,000,000.00 annually with carryover for any unused portion. To be executed by formal contract through Office of General Counsel

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

ANALYST: BRYAN MATUS

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 2/3/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 2-4-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

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

BID # CDB-0112-21

OPEN DATE: 2021-06-23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

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

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFQ and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on November 4, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

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

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

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

ANALYST: BRYAN MATUS

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 1/6/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 1-10-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

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

BID # CDB-0112-21

OPEN DATE: 2021-06-23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

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

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

1) Acon Construction Co., Inc – 88 00
2) Astra Construction Services, LLC – 82 50
3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 81.00

Pursuant to Section 2 6- Award of Contract of RFP, recommend approval to move forward with presentation/interviews before CSPEC at a future scheduled meeting

ATTACHMENTS: Recommendation Memo, Scoring Matrix, Section 2 6 Attachment B Evaluation Criteria

ANALYST: BRYAN MATUS

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 10/14/2021

OTHER

ACTION OF AWARDING AUTHORITY DATE 10-18-21

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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