Docusign Envelope ID: 4F078621-C367-4120-84FD-80EB4D9DDA6E

# City of Jacksonville, Florida

*Procurement Award Form (PAF)*

**Part 1 – Form Type:** JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Design Build Services - King Soutel CRA Wayfinding Project Phase 1 Design

**Requested Action and Justification:**

Recommend approval to amend the award with ACON Construction Co. to incorporate Amendment 3A, scope and fee Exhibit 3A to provide Wayfinding Program Design from a master plan to overseeing construction of the initial signage package within the King-Soutel CRA in the amount of $271,480.00. Period of service is from date of executed contract through project completion.

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

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | Acon Construction | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 5/24/2023 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 71065-24 | **PO #:** | N/A | **Change Order #:** | N/A |
| **Solicitation #:** | DB CDB-0060- 23 | **Contract #:** | 71065-24 | **Contract ADM #:** | 3A |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

| | | | |
|---|---|---|---|
| **Federally Funded:** | No | **JSEB Rec:** | Participation |
| **Licenses Verified:** | Yes | **JSEB %:** | 20 |
| **Bonds Required:** | No | **Bonds Waived Pursuant To:** | N/A |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 10805 | **Center:** | 105160 | **Acct:** | 531090 | **Proj:** | 000000 | **Activity:** | 00002112 | $ 271,480.00 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 271,480.00 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT | | |
| **Concurrence:** | Signed by: Scott Carter, P.E. 2A0991F9ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 3/18/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS 3/19/2026 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 4C8860FACE2449C... | **Chief of Procurement:** | Signed by: 3/24/2026 B10F1D517352456... |
| **Name:** | Kemp, Benjamin | **Name:** | Dustin L. Freeman |

| **Part 2 – JPAC Action:** All award actions subject to lawfully appropriated funds. | | **Part 3 – Final Awarding Authority Action:** | |
|---|---|---|---|
| **Members who approve:** | | **Action:** | |
| **Members who disapprove:** | | **Signature:** | |
| **Date:** | | **Date:** | |

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# PAF Instructions
## Part 1 (using agency)

**Form Type:** This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

**Goods and/or Services:** Enter a brief description of the types of goods and services included in the request.

**Requested Action and Justification:** Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

**Supplier:** Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

**Basis of Award:** Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

**Bid Opening Date:** The date bids were unsealed by Procurement.

**POA #:** This is your 1Cloud generated Agreement number. Select Type, Enter Number.

**PO #:** Enter the PO number or agreement release number.

**Change Order #:** Provide the applicable change order number represented by this request.

**Solicitation #:** Select Prefix type, Enter Number, and Year.

**Contract #:** This number should be the same as your POA number (unless procured prior to 2020)

**Contract Amendment #:** Provide the applicable amendment number represented by this request.

**Term:** Select the Period of Performance or Term for the initial period.

**Options:** Period of time for each renewal or option.

**Options Used:** Prior to this request, enter how many options were already used.

**Federally Funded:** Select yes or no from dropdown if Federal Funds will be used.

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

**Funding Sources:** Fund/Center/Account/Project/Activity, all fields are required even if zeros.

**New NTE/GMP:** Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

**Contingent Amount:** If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

**DMP/ODPO Account:** Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

**Using Agency/BU:** Select one from the dropdown list.

**Concurrence:** Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

**Title:** Title of person electronically signing form.

**Attachments:** Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 4F078621-C367-4120-84FD-80EB4D9DDA6E

Exhibit 3A

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

Mar 3, 2026

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

Attention: Scott Carter, PE
City Engineer
Reference: King Soutel CRA Wayfinding Project Phase 1 Design
DB Contract #71065-24

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 a Wayfinding Program Design from a master plan to sign families to overseeing construction of the initial signage package once chosen and contracted. The specific design deliverables and descriptions are provided in the API+ proposal attached. ACON will provide some QA/QC for sign buildability and compliance with local ordinances throughout the design. Initial construction oversight by design team is included for the first project to move forward in construction.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $271,480.00.

The Guaranteed Completion Date (GCD) will be 240 days from NTP for substantial completion.

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

Sincerely,

Frank Anderson
Construction Manager

Exhibit 3A

# ACON Construction Company

## DB Contract 71065-24

### King Soutel Wayfinding Project

DATE: 3/3/26

| ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|
| | Project Management | Hrs | 80 | $110.00 | $8,800.00 |
| | Supervision | Hrs | 0 | $75.00 | $0.00 |
| | Administration | Hrs | 40 | $75.00 | $3,000.00 |
| | API+ Proposal | LS | 1 | $220,000.00 | $220,000.00 |
| | Civil QA/QC Allowance for Buildability | Al | 1 | $15,000.00 | $15,000.00 |
| | Bond | Al | N/A | $0.00 | $0.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | **Subtotal** | | | | **$246,800.00** |
| | DB Fee 10% (per contract) | LS | 1 | $24,680.00 | $24,680.00 |
| | | | | | |
| | | | **TOTAL** | | **$271,480.00** |

3/4/26

Exhibit 3A

GET CREATIVE

February 13, 2026

$220,000.00

Frank Anderson
Senior Project Manager
**ACON Construction Co Inc.**
3653 Regent Blvd STE 401 Auditorium Street
Jacksonville, Florida 32224

Re: KingSoutel CRA Wayfinding Signage
City of Jacksonville
Jacksonville, FL
**api(+)** Proposal No. P26025

Dear Mr. Anderson:

ArchitecturePlus International, Inc. [**api(+)**] is pleased to present the following Wayfinding Signage proposal for environmental graphics design services for the KingSoutel multi-district CRA located in Jacksonville, Florida, to ACON Construction Co. Inc., hereinafter referred to as the Client. For clarity, **api(+)** has developed the following outline to convey our understanding of the services requested.

- Project Description
- Project Understanding
- Scope of Services
- Schedule
- Compensation
- General Terms

api(+)

**PROJECT DESCRIPTION**

The Wayfinding and Signage Masterplan is intended to establish a cohesive Environmental Graphics system that enhances navigation while reinforcing and showcasing key destinations, features, and amenities throughout the CRA. Phase 1 will focus on the development of the comprehensive Masterplan, including the overall strategy and a coordinated family of Environmental Graphic elements and signage. Phase 2 will consist of the full implementation of the signage program, including fabrication and installation.

The Environmental Graphics Masterplan is to be a cohesive and unifying framework for identifying and directing residents and visitors to attractions, points of interest, historic or otherwise significant places. The signs are intended to be not only informational, but to offer a sense of joy and discovery to all who experience the various districts within the CRA.

The sign family shall incorporate the brand elements as appropriate and shall visually relate to the historic character of the city's existing ornamental light standards, traffic signals and other public site furnishings to present a unified brand message through identity elements, color, material, font, etc. The sign family is intended to establish a framework and standard for the CRA to implement and manage easily over time.

In response to our understanding of your goals, **api(+)** recommends the following approach in providing environmental graphic design services to develop and implement a comprehensive Environmental Graphics Masterplan for ACON Construction Co Inc., hereinafter referred to as Client. The full extent of the program will be determined in the first phase of the project, and it's anticipated that a phased approach for implementation will be recommended.

## PROJECT UNDERSTANDING

### I. Scope of Agreement

This proposal covers a comprehensive approach to the KingSoutel Multi-District CRA's overall signage and wayfinding program.

### II. Client responsibilities

- Submit sign plans for permitting and, if required, amendments to the project approvals
- Coordination with project team members not under **api(+)**'s contract
- Pertinent existing research and other documentation
- Complete and accurate information regarding destinations
- Core team for decisions and a single point of contact
- Design decisions to have client's prior written approval

### III. api(+) responsibilities

- Environmental graphics and wayfinding designer
- Application of Client-provided logo/identity
- Format, layout, typestyle, etc. of wayfinding messages
- **api(+)** will perform its services consistently with the professional skill and care ordinarily provided by graphic designers practicing in the same or similar locality under the same or similar circumstances.
- Coordination with sign manufacturer on installation and engineering (coordination response to RFI's, submittal, & shop drawings)

## IV. Services not included

- Work related to agency reviews and presentations to the same
- Changes and revisions to the development as currently proposed
- Value engineering
- City logo design
- Directory map design
- Bidding and permitting
- Bid documents
- Signage fabrication (Third party will be the signage fabricator)

## SCOPE OF SERVICES

In response to our understanding of your goals, **api(+)** will in providing environmental graphics design services to develop and implement a comprehensive wayfinding and signage program for ACON Construction Co Inc., hereinafter referred to as Client in the following sequence of Phases:

### Phase 1 Discovery and Analysis

The primary focus for this Phase is to gather information and conduct conversations to arrive at refined sign types and format.

### Part A: Discovery

**api(+)** shall:

1. Develop a decision board to narrow identities, color palettes, and sign types.
2. Study the validity of previously developed district identities.
3. Conduct a preliminary review of applicable zoning and sign ordinances impacting the project design constraints.
4. Tour, document, and familiarize us on site with existing sign programs, project locales, municipalities, amenities and attractions along with existing municipal/state graphic communications programs for integration.
5. Prepare a Wayfinding Brief summarizing an understanding of the project, notes from the kick-off meeting, needs analysis, guidelines, and establish project goals.
6. Solicit public engagement through One (1), in-person stakeholder meeting coordinated by ACON.

**Part B: Analysis**

As part of this Phase, **api(+)** shall:

1. Develop a tentative project schedule including proposed phasing.
2. Develop a hierarchical sign family outline.
3. Develop criteria for destination inclusion.
4. Create a Master Sign Plan based on our findings, along with a key graphical sign plan showing destinations, traffic flow, and grouped destination routes.

**Meetings/Trips:**

1. Site Visit & Public Engagement meeting: One (1) two-day trip to meet with the Team, tour the area, and attend a stakeholder meeting.
2. Virtual meetings with the Team and city committee including **api(+)** primary point of contact anticipated.
3. Wayfinding Analysis: Three (3) web meetings to present wayfinding analysis to the Team.

**Deliverables:**

1. A Wayfinding Analysis summarizing the outcome of the Discovery and Analysis Phase, that includes a wayfinding brief, tentative project schedule and proposed phasing, hierarchical sign family outline, criteria for destination inclusion, recommendations for existing sign program, and any constraints identified by the governing zoning and sign ordinances.

2. A summary and analysis of the Public Engagement meeting(s).

**Phase II Programming and Concept Design**

As part of this Phase, **api(+)** shall:

1. Develop a preliminary wayfinding signage plan and program based on the stated needs of the CRA. Plans will be constructed in a manner that will allow for viewing in specific categories (vehicular, pedestrian, etc.) or as a whole.

2. Conduct an imaging study and develop three (3) concept directions for a limited number of sign types that would be representative of the branded signage and wayfinding system.

3. Adopt, supplement, or develop new district identity designs based on input gained in Phase I.

4. Conduct a field survey of preliminary sign locations.

5. Integrate FDOT, MUTCD, County, City, and other regulatory requirements.

7. Create a Master Sign Plan based on our findings, and, if applicable, prepare a keyed graphical sign plan showing destinations, traffic flow, and grouped destination routes.

8. Present Programming and Concept Design to ACON.

**Meetings/Trips:**

Programming and Concept Design Presentation and Preliminary Field Survey:

1. One (1) one-to-two-day trip to present Programming and Concept Design to the Committee.
2. Conduct preliminary survey of sign locations.

**Phase III Design Development & Documentation**

With the Phase II approved design option in hand, **api(+)** will begin Design Development and Documentation as follows:

**Part A: Design Development**

1. Based on design approval, **api(+)** will further refine the concept, provide concept drawings of the full sign family, district identities, and study design and functional issues including scale/size, colors, nomenclature, symbols, materials, hardware, construction methods, installation, and placement. With the full extent of the scope being developed in Phase I, the sign family could include:

   - Placemaking signage (gateway, trailblazers, banners, etc.)
   - Vehicular directionals and trailblazers
   - Public parking, trailblazers, directionals and identities (potentially)
   - Pedestrian wayfinding
   - Historic signage (content provided by others)

2. Meet and/or coordinate with other Team project and program consultants such as lighting, traffic, structural, and civil engineering, as necessary.

3. Conduct preliminary coordination and/or meetings with local jurisdiction authorities regarding zoning, code compliance, ADA requirements, phasing and methodology, and FDOT issues, as necessary.

4. Prepare a conceptual Site Sign Location Plan and conceptual Messaging.

5. Present the unified Design Development to the Team including examples of colors and materials being proposed.

6. **api(+)** will coordinate the construction and installation of a full-scale mock-up for each sign type. Full scale mock-up(s) will be provided by the sign fabricator in coordination with ACON.

7. Provide a phasing schedule.

**Part B: Design Control Drawings**

This Phase will be based on the Design Development Package approved by the Team. This Documentation Phase will finalize decisions related to fabrication, programming and compliance and finalize the conceptual Sign Location Plan and conceptual Messaging. These documents will complete the design and fix colors, specifications and materials in a manner suitable for qualified vendors and fabricators to provide hard cost estimates. As part of this Phase, **api(+)** shall:

1. Make final refinements based on feedback on the Design Development Package.

2. Develop Documentation package of design intent for all sign types including material specifications, scale, graphic standards, colors, finishes, construction details, installation methods, locations, etc.

3. Finalize conceptual Sign Location Plans and conceptual Messaging.

4. Prepare technical specifications describing materials, processes, submittals, coordination, execution, quality assurance, installation, etc.

5. Develop recommendations for maintenance, including phasing and future implementation and expansion.

**Meetings/Trips:**

1. Design Development Presentation: One virtual presentation of Design Development to the Committee for final approval.

2. Review full-scale mock-ups with the Committee.

3. Virtual meetings with the Team and city committee including **api(+)** primary point of contact anticipated.

**Deliverables:**

At the conclusion of Phase IV, **api(+)** will provide a printed and bound 11" x 17" bid-ready Signage and Wayfinding Design Intent Documentation with digital copy which will include:

1. Detailed drawings for each sign type include material specifications, scale, graphic standards, colors, finishes, construction details, installation methods, locations, etc. The package will be suitable for estimating and as a guide for installation.

2. Conceptual Sign Location Plan and conceptual Messaging.

3. Virtual meetings with the Team and city committee including **api(+)** primary point of contact anticipated.

**Deliverables:**

A printed and bound 11" x 17" color presentation with digital copy of the Programming and Concept Design package to include:

- Three (3) design concepts illustrated to relative scale with color for design direction approvals and shown rendered in applicable surroundings.
- Reference images for concept direction illustration and evaluation
- Updated Master Sign Plan showing proposed typical locations.

*Client approval of this Phase will be necessary before proceeding with services for the next Phase.*

**Phase IV Implementation**

The exact parameters of this Phase will be determined at the beginning of the project but could include:

1. Providing fabricator shop visits, if needed, during the course of construction to interpret documents and to observe that the work is progressing in accordance with design intent.
2. Reviewing and commenting on Contractor's submittals such as Shop Drawings, samples, and substitutions to determine compliance with the design intent of the documents.
3. Field verifying and marking sign locations with chosen fabricator, Client representative, and any relevant Client staff.
4. Providing project coordination with fabricator and Committee throughout fabrication and installation, including attending construction meetings, as required.
5. Preparing a punch list of deficiencies or corrections needed prior to final acceptance.
6. Preparing an evaluation of the completed signage and wayfinding system.

**Meetings/Trips:**

1. Fabricator shop visit, if required.
2. Field verify sign locations with fabricator and City.
3. Final inspection and Punch-list
4. Virtual bi-weekly (per schedule) meetings with city staff including **api(+)**'s primary point of contact anticipated for 1 hour. Anything additional, will be billed on an hourly basis of $175.00/hour per person.

**Deliverables:**

**Professional Services Consultations**
It is understood that **api(+)**'s role will be design consultant only and we do not intend to utilize consultants in the scope of work outlined above. Civil, mechanical, electrical, lighting, landscape, and structural engineering services are not included and, if required, shall be provided as an Additional Service.

**SCHEDULE**

| | | |
|---|---|---|
| **Phase I** | **Discovery & Analysis**<br>Part A: Discovery<br>Part B: Analysis | 6 – 8 weeks |
| **Phase II** | **Programming & Concept Design** | 6 – 8 weeks |
| **Phase III** | **Design Development & Documentation**<br>Part A: Design Development<br>Part B: Design Control Documents | 8 – 12 weeks |
| **Phase IV** | **Implementation** | 12 – 16 weeks |

The above reflects **api(+)**'s experience with the total time required for execution by **api(+)** of the design, documentation and implementation Phases. The times stated will be affected by existing conditions, the time required by the Client and his consultants to furnish **api(+)** with the necessary information, directions and approvals concerning the project.

**COMPENSATION**

The fees anticipated for the project reflect the services requested and the projected time anticipated to provide these services. Each project has its own set of variables including required work sessions, approval meetings, initial dates and overall project schedules which may necessarily be adjusted as the project proceeds. Therefore, given our current understanding of the effort required and experience with similar projects, we propose:

| | | |
|---|---|---|
| **Phase I Discovery & Analysis** | | $40,000.00 ✓ |
| Part A: Discovery | $20,000.00 | |
| Part B: Analysis | $20,000.00 | |
| **Phase II Programming & Concept Design** | | $40,000.00 ✓ |
| **Phase III Design Development & Documentation** | | $120,000.00 ✓ |
| Part A: Design Development | $50,000.00 | |
| Part B: Design Control Drawings | $70,000.00 | |
| **Total** (excluding hourly and estimated reimbursable expenses) | | $200,000.00 |
| **Phase IV Implementation** | | Hourly |
| **Estimated Reimbursable Expenses** | | $10,000.00 ✓ |

$220,000.00

The fees anticipated for the project reflect the services requested and the projected time anticipated to provide these services. Each project has its own set of variables including required work sessions. If during the course of this engagement it becomes apparent that it will be necessary to extend our procedures or scope, thereby causing an increase in the estimated fee, **api(+)** will confer with you before proceeding.

Services performed in addition to those outlined above including, but not limited to, renderings, additional concepts, alternates, public meetings and hearings, and agency reviews and approvals, will be considered Additional Services and will be provided at your request in accordance with **api(+)**'s current hourly rates.

## GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### 1. Professional Services

The services to be rendered by **api(+)** shall be those described in the attached proposal and are integral to this Agreement.

### 2. Fees

**api(+)**'s fees are developed from our understanding of the objectives of the project. Our fees are based on **api(+)**'s anticipated time to meet objectives plus allowances for profit and direct costs. **api(+)** shall be paid a basic fee determined according to the hourly rates of and number of hours worked by the **api(+)** employees participating in the project. Rates also apply to any additional services under the proposal that may be requested by **api(+)**. Below are **api(+)**'s current hourly rates. Rates are effective for twelve (12) months.

| | |
|---|---|
| Principal | $250.00/hour |
| Studio Director | $200.00/hour |
| Project Manager | $185.00/hour |
| Senior Professional | $160.00/hour |
| Professional | $125.00/hour |
| Project Administrator | $ 65.00/hour |

### 3. Reimbursable Expenses

A. Reimbursable expenses including those incurred by consultants are in addition to the fee for services and shall be billed to the Client at a multiple of one-point-one-five (1.15) times the actual cost to **api(+)**.

B. Reimbursable expenses shall consist of expenditures made in the interest of the project including, but not limited to: transportation and living when traveling in connection with the project; long distance telephone calls; photocopies; reproduction of drawings; model building; renderings; specifications and reports; photography; special supplies; equipment rental; agency and permit fees; postage; overnight and delivery charges.

C. Consultants engaged by **api(+)** and approved by the Client, for project services shall be billed to the Client at a multiple of one-point-one-five (1.15) times the amount billed to **api(+)**.

D. Special reimbursable expenses and special billing multiples, if applicable, shall be listed in the body of the Agreement.

**4. Payments:**

A. Fees for professional services and reimbursements will be invoiced monthly and are payable on receipt. The amount not paid within 30 days from invoice date will bear interest at the rate of one-and-one-half percent (1-1/2%) per month until paid. The provision for the payment of interest shall not be construed as authorization to make payments late. Failure of the Client to make payments when due shall be cause for suspension of services. **api(+)** shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts under this Agreement, including, without limitation, legal fees.

No deduction shall be made from **api(+)**'s invoices by reason of offset for any amounts claimed against **api(+)** for any reason whatsoever. No deduction shall be made from **api(+)**'s compensation on account of penalty, liquidated damages or other amounts withheld from payments to the Contractor(s).

Signing and sealing and release of construction documents require a minimum payment of ninety percent (90%) of the construction documents fees and any other accounts then due.

All fees and expenses are net U.S. dollars exclusive of transfer costs and tariffs.

B. **Sales Tax:** Where required by law, sales and use tax shall be charged in addition to all quoted fees. Client shall be responsible for payment of any sales or use tax to **api(+)** who will in turn make final payment to the appropriate authorities.

## 5. General Terms

A. **Acceptance and Review:** The Agreement may be accepted only by signing a copy of the attached document and returning same to **api(+)**. By acceptance in such manner, Client agrees that both parties are to be bound only by the terms and conditions embodied herein which shall constitute the entire Agreement. It is subject to re-negotiation if acceptance is not completed within 30 days. If an extension is desired, **api(+)** should be notified in writing prior to the expiration date. Unless terminated earlier pursuant to Paragraph 5.B. below, this Agreement shall remain in full force and effect for one year from the date of acceptance. At any time following the initial one year term, the Agreement may be modified by **api(+)** upon 30 days written notice to the Client in advance of the effective date of the modification. In the event that the parties fail to agree on any new terms and conditions so proposed, following the initial one year term, either party may terminate this Agreement by giving the other party 30 days' written notice. In the event of such termination, full payment shall be made for services performed to termination date including reimbursable expenses when due and all of **api(+)**'s expenses of termination.

B. **Termination:** If either party fails substantially to perform in accordance with its terms, this Agreement may be terminated by the other party upon a seven (7) day prior written notice. In the event of such termination, full payment shall be made for services performed to termination date including reimbursable expenses when due and all of **api(+)**'s expenses of termination. In the event of termination by **api(+)** for good cause, terminal expenses shall include but not be limited to damages for breach of contract including lost profits.

C. **Changes:** Any changes in the project specifications desired by Client shall be promptly communicated to **api(+)**. Any changes to previously approved work will be subject to additional fee billing in accordance with provisions of Paragraph 2 above.

D. **Additions:** Any additional design or other services requested by Client and not reasonably required to be performed by **api(+)** under this Agreement, shall be undertaken by **api(+)** only pursuant to written Agreement between **api(+)** and Client.

E. **Publicity:** Accurate credit is required whenever the project is published or exhibited. Specific authorization in writing is required for all publicity which utilized **api(+)**'s name in connection with project promotion.

If this Agreement is terminated prior to the completion of the services described herein, use of any interim reports or other documentation is limited to the Client's internal purposes absent specific written approval of **api(+)**.

F. **Ownership:** Designs, concepts, renderings and drawings developed and approved by Client under this Agreement shall become the property of Client only upon the receipt of full payment by **api(+)** for the completion of this project. **api(+)** shall be held harmless and without liability for any use or reuse of these documents or modified versions of same.

G. **Verification of Existing Conditions**: Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold **api(+)** harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of **api(+)**.

H. **Design without Construction Phase Services**: It is understood and agreed that if the Design Professional's Basic Services under this Agreement do not include project observation, review of the Contractor's performance or any other construction phase services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Design Professional that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changes in field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Design Professional.

Services provided by the Design Professional during construction of the project on a specific issue or issues, or on an as requested basis, will not be deemed to constitute Construction Phase Services.

I. **Estimates:** **api(+)** has no control over construction, fabrication, furnishings or printing costs; any estimate of cost for the project which may be made by **api(+)** pursuant to the services provided for herein will be made on the basis of its experience and qualifications and represents the best judgment of design professionals. However, **api(+)** cannot and does not guarantee that proposals, bids or the actual project cost will not vary from any of its prepared cost estimates.

J. **Successors and Assigns:** The Client and **api(+)** each bind himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the Client nor **api(+)** will assign, sublet or transfer his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Client and **api(+)**.

K. **Notice:** Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person or deposited in the United States mail, by certified mail, with proper postage prepaid, addressed to the appropriate party at the address set forth herein.

L. **Captions and Headings**: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify or add to the interpretation, construction or meaning of any provision of or scope of intent of this Agreement.

M. **Law to Apply:** The validity, interpretation and performance of the Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to such state's choice of law rules.

N. **Entire Agreement:** This Agreement consists of the attached document and these General Terms and Conditions for Professional Service by **api(+)** herein and represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior agreements, whether written or oral, that may exist between parties regarding same. To the extent that any additional or different terms or conditions whether contained in Client's purchase order or any other document conflict with the terms and conditions of the Agreement, the terms and conditions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

O. **Delays:** Performance of the services by **api(+)** shall be pursued with due diligence in all requirements hereof; however, **api(+)** shall not be liable for any loss or damage for delay or non-performance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or non-performance caused by such uncontrollable forces, **api(+)** shall promptly notify the Client in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay and shall indicate whether it is anticipated that the completion dates would be affected thereby.

P. **Insurance/Limitation of Liability:** In the event **api(+)** is required to perform the services, or any part thereof in or upon the Client's premises, Client shall maintain, at its expense, general comprehensive liability insurance coverage in an amount not less than $1,000,000.00.

The Client agrees to limit **api(+)**'s total aggregate liability to the Client and to all contractors and subcontractors on the project, resulting from any negligent acts, errors or omissions on the part of **api(+)**, to the amount paid to **api(+)** by Client for the Basic Services as described in the proposal.

Q. **Confidentiality:** Information relating to the business operations of Client shall be treated as confidential information by **api(+)**. **api(+)** shall use such confidential information solely for the purposes for which it was furnished, and upon conclusion or termination of this Agreement, shall return confidential information to Client, if so desired.

R. **Mediation**: In the event of a dispute between **api(+)** and Client, the parties agree to submit the dispute to non-binding mediation before a mutually acceptable mediator as a condition precedent to the filing of a lawsuit.

An authorized signature and requested initial payment will indicate your acceptance of this Proposal and will authorize **api(+)** to commence work immediately. We look forward to our involvement with your project.

| Submitted: | Agreed: |
|---|---|
| **api(+)** | **ACON Construction Co. LLC** |
| Signature | Signature |
| Juan F. Romero, AIA, NCARB<br>President + CEO | Printed Name/Title |
| February 13, 2026<br>Date | Date |

JFR:js:eb:rr

Exhibit 3A

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

# MINORITY PARTICIPATION
## Attachment to Fee & Contract Negotiations or Contract Amendment

Title: King Soutel CRA Wayfinding Signage Design
Project No.: 71065-24
Date: Mar 3, 2026

| | 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 this particular amendment has no JSEB attained, the contract goal remains in effect and will be exceeded

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: TBD

Date of this Document: Mar 3, 2026

Docusign Envelope ID: 4F078621-C367-4120-84FD-80EB4D9DDA6E

**SUBJECT:** RFQ FOR DESIGN BUILD SERVICES FOR THE KING-SOUTEL COMMUNITY REDEVELOPMENT AREA (CRA) PROJECTS

**BID #:** CDB-0060-23 **OPEN DATE:** 5/24/23

## 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:** 47 **NUMBER RECEIVED:** 2 **OTHER:** 1

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
The City of Jacksonville entered into negotiations with Acon Construction Company, Inc., for Design Build Services for the King-Soutel Community Redevelopment Area (CRA Projects).

Recommend approval of award to Acon Construction Company, Inc. The guaranteed maximum price not-to-exceed $8,000,000.00 to implement Exhibit A and the contract rate schedule. Scope of work will be from date of executed contract through completion of construction.

Funding Source: 00111.153001.531090.000000.00000000.00000.0000000 - To be executed by formal contract through Office of General Counsel and encumbered via PO.

**Attachments:** Recommendation Memo, Exhibit A, Scoring Matrix, Evaluation Criteria, Previous Award(s)

**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 CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 2/1/2024

OTHER _____

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ACTION OF AWARDING AUTHORITY DATE 2/1/2024

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02