2

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Freedom Park project was awarded to ACON Construction Company, Inc., (contract #8150-15), on 08/03/20 in the amount of $92,180.65; Change Order #1 was approved on 09/04/20 in the amount of $429,674.35.

Recommend approval of Change Order #2 to ACON Construction Company, Inc., in the amount of $48,412.25 which includes $4,800.00 in contingency. The scope of award is to provide signage and a flagpole with flag. This incorporates the attached Scope and Fee Summary, Exhibit "VV-3", and allowing for the completion of work within 160 days from when the permit is obtained. Total revised guaranteed maximum price will be $570,267.25. Total annual expenditure amount is currently at $30,000,000.00; total amount spent to date is $23,746,188.08.

Funding for this award is to be encumbered account(s): 000962.565051.14.32111.384020 to be executed by contract Amendment 47C through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit VV-3", Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

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

January 27, 2021

TO: Gregory W. Pease
Chief of Procurement

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

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

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

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Freedom Park AMENDMENT 47C

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the Freedom Park project was awarded by Amendment 47 A, in the amount of $92,180.65 to provide 60% design. Amendment 47B, in the amount of $429,674.35 to provide final design and construction for Freedom Park. Amendment 47C is to provide signage and a flagpole with flag. Negotiations have resulted in the GMP amount of $48,412.25, which includes $4,800.00 in contingency, as indicated on the attached Scope & Fee Summary, Exhibit VV-3 and allowing for the completion of the work within 160 days from when the permit is obtained. Acon Construction Co., Inc. is committed to meeting the 10% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Amendment 47A to Contract 8150-15, pending execution, between the City and Acon Construction Co., Inc. for Freedom Park be amended to incorporate the attached Scope and Fee Summary, Exhibit VV-3 to increase the GMP by $48,412.25 to a new GMP amount of $570,267.25, known as Amendment 47C.

To be encumbered as follows:

ACCOUNT	TOTAL
000962	
PRSC Parks & Rec Capital Projects - Parks and Recreation	
565051	
14	
32111-384020	
$48,412.25	$48,412.25

RGS/lw

Attachment: Exhibit VV-2
JSEB Participation

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

ab

EXHIBIT VV-3

ACON Construction Co., Inc.

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9040

Jan 7, 2021

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: Freedom Park Added Construction
DB Contract #B150-15

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 signage and flagpole with flag per attached proposal and to add required guardrail for ADA Compliance. A contingency of $4,800.00 is included per the base contract.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $48,412.25.

The Guaranteed Completion Date (GCD) will 160 days from NTP to complete.

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 8150-15

Freedom Park Added Construction

DATE: 1/7/21

ITEM #	DESCRIPTION	UNITS	QUANTITY	COST/UNIT	TOTAL COST
	Project Management	Hrs	10	$110.00	$1,100.00
	Supervision	Hrs	12	$75.00	$900.00
	Administration	Hrs	8	$75.00	$600.00
	Signage per Harbinger Quote	LS	1	$29,824.00	$29,824.00
	Flag and Pole	LS	1	$3,023.50	$3,023.50
	ADA Railing Allowance	AL	1	$3,000.00	$3,000.00
	Electrical Allowance	AL	1	$1,200.00	$1,200.00
	Subtotal				$39,647.50
	DB Fee 10%	LS	1	$3,964.75	$3,964.75
	Contingency (Per Contract)	LS	1	$4,800.00	$4,800.00
				TOTAL	$48,412.25

EXHIBIT VV-3

harbinger
sign of the future

5300 SHAD RD JACKSONVILLE FL 32257
TF 800 772 7446 FX 904.268 4642
PH 904 268 4881 harbingersign.com

Proposal #: 78477

Proposal Date: 12/02/20
Customer #: 6864
Page: 1 of 6

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	COJ-FREEDOM PARK GILLAH JACKSONVILLE FL 32208

Harbinger ("Harbinger"), itself or through its agents or subcontractors (collectively, "Company"), proposes to furnish to Customer the following materials (collectively, "Materials") and work (collectively, "Work"):

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12	QUOTE #137099 SIGN TYPE - DOUBLE CANTILEVER PEDESTAL (45 DEG): MANUFACTURE 2'-0" X 3'-0" NON-ILLUMINATED INTERPRETIVE SIGNS AT 4'-0" OAH. REFERENCE CUSTOMER PROVIDED RENDERING. CAN BE ILLUM	$1,233.00	$14,796.00
12	QUOTE #137100 SIGN TYPE - DOUBLE CANTILEVER PEDESTAL (45 DEG): INSTALL 2'-0" X 3'-0" NON-ILLUMINATED INTERPRETIVE SIGNS AT 4'-0" OAH REFERENCE CUSTOMER PROVIDED RENDERING.REFERENCE CUSTOMER PROVIDED RENDERING. NOTE: LEAD TIME TO BE (8) EIGHT WEEKS FROM RECEIVING A P.O. CAN BE ILLUM	$1,169.00	$14,028.00
1	QUOTE #137101 ENGINEERING	$500.00	$500.00
1	QUOTE #137102 PERMIT, PERMIT ACQUISITION FEE.	$250.00	$250.00
1	QUOTE #137103 PERMIT, ACTUAL PERMIT TO BE INVOICED AT COST.	$0.00	$0.00
1	QUOTE #137104 SURVEY	$250.00	$250.00
		SUB TOTAL:	$29,824.00
		ESTIMATED SALES TAXES:	$0.00
		TOTAL PROPOSAL AMOUNT:	$29,824.00

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.

Customer Initials: _____

Date: _____

EXHIBIT VV-3

harbinger
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5300 SHAD RD JACKSONVILLE, FL 32257
TF 800.772.7446 FX 904.268.4842
PH 904.268.4881 harbingersign.com

Proposal #: 78477

Proposal Date:	12/02/20
Customer #:	6864
Page:	2 of 6

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.

HARBINGER	CUSTOMER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initials: _____

Date: _____

harbinger.
sign of the future
5300 SHAD RD JACKSONVILLE, FL 32257
TF 800 772 7446 FX 904.268 4642
PH 904 268 4681 harbingersign.com

Proposal #: 78477

Proposal Date:	12/02/20
Customer #:	6864
Page:	3 of 6

ADDITIONAL TERMS AND CONDITIONS

1. ESTIMATE. **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.

Customer Initials: _____

Date: _____

harbinger
sign of the future
3300 SHAD RD, JACKSONVILLE, FL 32257
TF 800 772.7446 FX 904.268.4642
PH 904 268 4681 harbingersign.com

Proposal #: 78477

Proposal Date:	12/02/20
Customer #:	6864
Page:	4 of 6

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 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.

Customer Initials: _____

Date: _____

harbinger.
sign of the future
5300 SHAD RD JACKSONVILLE, FL 32257
TF 800 772 7446 FX 904.268 4642
PH 904 268 4681 harbingersign.com

Proposal #: 78477

Proposal Date:	12/02/20
Customer #:	8884
Page:	5 of 6

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 VV-3

harbinger
sign of the future

9300 SHAD RD. JACKSONVILLE, FL 32257
TF 800 772.7446 FX 904.268 4642
PH 904 268 4681 harbingersign.com

DEPOSIT INVOICE

Invoice #: DP78477

Inv Date: 12/02/20
Customer #: 6864
Page: 6 of 6

SOLD TO:	JOB LOCATION:
ACON CONSTRUCTION CO, INC 3653 REGENT BLVD SUITE 401 JACKSONVILLE FL 32224	COJ-FREEDOM PARK GULLAH JACKSONVILLE FL 32208

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		ED BUSEY	12/01/20	50.0% Due Upon Receipt	12/30/20

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12	QUOTE #137099 SIGN TYPE - DOUBLE CANTILEVER PEDESTAL (45 DEG): MANUFACTURE 2'-0" X 3'-0" NON-ILLUMINATED INTERPRETIVE SIGNS AT 4'-0" OAH. REFERENCE CUSTOMER PROVIDED RENDERING.	$1,233.00	$14,796.00
12	QUOTE #137100 SIGN TYPE - DOUBLE CANTILEVER PEDESTAL (45 DEG): INSTALL 2'-0" X 3'-0" NON-ILLUMINATED INTERPRETIVE SIGNS AT 4'-0" OAH. REFERENCE CUSTOMER PROVIDED RENDERING.REFERENCE CUSTOMER PROVIDED RENDERING. NOTE: LEAD TIME TO BE (8) EIGHT WEEKS FROM RECEIVING A P.O.	$1,169.00	$14,028.00
1	QUOTE #137101 ENGINEERING	$500.00	$500.00
1	QUOTE #137102 PERMIT, PERMIT ACQUISITION FEE.	$250.00	$250.00
1	QUOTE #137103 PERMIT, ACTUAL PERMIT TO BE INVOICED AT COST.	$0.00	$0.00
1	QUOTE #137104 SURVEY	$250.00	$250.00
		SUB TOTAL	$29,824.00
	ESTIMATED SALES TAXES		$0.00
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		$29,824.00
		PLEASE PAY THIS DEPOSIT AMOUNT:	$14,912.00

EXHIBIT VV-3

$ 3023.50

Holman, Inc.
Construction Specialties & More

2848.50
175.00 US FLAG
$ 3023.50

Estimate Proposal

Date	10/30/2020
Quotation No	20683

To:

ACON CONSTRUCTION CO INC.
3653 REGENT BLVD. SUITE 401
JACKSONVILLE, FL 32224

Project:	Flagpoles
Location:	Jacksonville, FL
Estimator:	SMC
Terms:	1% 10 Net 30
Addendum	

WE PROPOSE TO: Furnish ☐ Furnish/Install ☒ Install ☐ CBC1258919

Description	Qty	Cost	Total
OPTION 1 1-EC20 (23'x5"x3"x.188) cone tapered aluminum External halyard flagpole complete with CLEAR ANODIZE finish, 1 cleat, 1 halyard, gold anodize ball ornament, plus all other standard fittings and accessories. Manufacturer standard ground mount system	23'	1,437.50	1,437.50T
Install Ground Set Flag Pole with External Halyard and Accessories(Includes Concrete and Crane for Setting) (Exclude Finish Concrete)		1,200.00	1,200.00
OPTION 2 1-EC25 (27'x6"x3-1/2"x.188) same as above		1,700.00	1,700.00T
Install Ground Set Flag Pole with External Halyard and Accessories(Includes Concrete and Crane for Setting) (Exclude Finish Concrete)		1,500.00	1,500.00
OPTION 3 1-EC30 (33'x6"x3-1/2"x.188) same as above		1,575.00	1,575.00T
Install Ground Set Flag Pole with External Halyard and Accessories(Includes Concrete and Crane for Setting) (Exclude Finish Concrete)		1,800.00	1,800.00

Non
L16H720

2637.50
TAX 211.00
$2848.50

We Exclude, Wall Backing, Cut-Outs and Caulking

Subtotal		$9,212.50
Sales Tax (7.0%)	$329.88	
Total		$9,542.38

Quote is valid for 60 days. Quote is based on Holman, Inc. current insurance coverage. Additional coverage, waivers or endorsements must be requested before work is performed and may result in additional costs to the requester. Holman, Inc. is a certified WMBE, DBE, and JSEB company. Subcontracts with a value less than $2,500 will incur a $200.00 processing fee. Some items may be non-returnable due to their custom nature. Items that are returnable will incur a 25% restocking fee. This is a package quote, any changes to scope or quantity will result in price change.

PHONE (904) 781-4531 * FAX (904) 781-2142 * E-MAIL sales@holman-inc.com

EXHIBIT VV-3

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Freedom Park Added Construction
Project No.: 8150-15
Date: Jan 7, 2021

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

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

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Jan 7, 2021

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Freedom Park project was awarded to ACON Construction Company, Inc., (contract #8150-15), on 08/03/20 in the amount of $92,180.65.

Recommend approval to Change Order #1 to ACON Construction Company, Inc., in the amount of $429,674.35 which includes $6,889.35 in contingency. The scope of award is to provide final design and construction for Freedom Park. This incorporates the attached Scope and Fee Summary, Exhibit "VV-2", and allowing for the completion of work within 160 days from when the permit is obtained. Total annual expenditure amount is currently at $24,000,000.00; total amount spent to date is $23,208,315.05.

Funding for this award is to be encumbered account(s): 009126-565050-1-33101-334391-PRC14920 to be executed by contract Amendment 47B through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 9/03/20

OTHER

ACTION OF AWARDING AUTHORITY DATE 9/4/20

MR APPROVED ✓ BH 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 DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS
BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

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

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $92,180.65 which includes a contingency of $5,700.00. The scope of award is to provide 60% design, for Freedom Park. This incorporates the attached Scope and Fee Summary, Exhibit "VV-1", and allowing for the completion of work within 120 days of the notice to proceed. Total annual expenditure amount is currently at $24,000,000.00; total amount spent to date is $21,102,380.50..

Funding for this award is to be encumbered account(s): 009126-565050-1-33101-334391-PRC14920 to be executed by contract Amendment 47A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

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 Ø DATE: 7/30/20

OTHER

ACTION OF AWARDING AUTHORITY

DATE 8/3/20

APPROVED ✓ BH DISAPPROVED

OTHER:

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

SIGNATURE OF AUTHENTICATION

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

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5

Teresa R. Echaver

MEMBERS DISAPPROVING Ø DATE: 7-14-16

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DATE 7/14/16

DISAPPROVED:

Sam E. Moussa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-5

OTHER:

SIGNATURE OF AUTHENTICATION

CDB-0008-16 — AND PASSIVE PARK PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Ladler
MARILYN LADLER

RESPECTFULLY SUBMITTED
for - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____ DATE: 1-28-16

OTHER _____

ACTION OF AWARDING AUTHORITY

MR APPROVED ✓ DATE 1/28/16

DISAPPROVED: _____

OTHER: _____

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

SIGNATURE OF AUTHENTICATION Sam E. Mousa

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

2) ACON- 75
1) Hagar Construction- 78.5

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING

DATE: 12-30-15

OTHER

ACTION OF AWARDING AUTHORITY

MR APPROVED ✓

DISAPPROVED:

DATE 1/01/16

OTHER:

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

SIGNATURE OF AUTHENTICATION