

A photograph of a coastal street scene. In the foreground, there is a paved road and a grassy area. Several palm trees are visible in the middle ground, and a house is partially visible behind them. The sky is blue with some light clouds. The image is framed by a dark grey border with teal geometric shapes (triangles and circles) at the corners.

CITY MANAGER REPORT

F E B R U A R Y 1 , 2 0 2 1

STEFEN
WYNN, M.P.A.
CITY MANAGER

Capital Improvement Projects

FY-2021 Begins Project Construction

Park Improvements:

Improvements to the Park are well under way. The schedule presented below has been updated drastically after discovering that the court base is in worse condition than previously thought. Because more work is needed to ensure a durable finished playing surface, the estimated price is more than allowed for piggybacking.

Installation of a new gravity sanitary sewer line is planned in the next couple of weeks on the Northside of the park along Bay Street. Installation of the line is critical to improvements to the parking, path and new entrance scheduled for the area.

01

Park Improvements:

*Update on Demolition
& Construction*

REVISED Construction Timeline:

1/4/2021	ACON mobilized
1/5/2021	Ghiotto staked Park Improvements
1/8/2021	Gruhn May began installation of Gravity Sanitary Sewer Line from 5 th Street Manhole to the Lift-station on the Northeast side of the Park
1/11/2021	Site Work Began on Pathway and Bridge Placement, pathway lighting conduit to also be installed
1/4/2021	Pathway Construction Begins; Curb installation as path is completed
2/1/2021	Grass Dune Construction Begins; Remove Existing Asphalt at the Court
2/2/2021	Pre-Construction Meeting with KOMPAN to discuss logistics
2/4/2021	Ghiotto Staking out Path Alignment North of Pond where new sanitary sewer line has been installed
2/8/2021	Pathway stone and asphalt begins
3/15/2021	New Bridge out of production (This is the new date due to delay at manufacturer) and enroute to Construction Site
2/2/2021	CONB BID NO. 2021-01 Jarboe Park Court Improvements Released
2/4/2021	CONB BID NO. 2021-01 Advertised in Beaches Leader
2/17/2021	CONB BID NO. 2021-01 MANDATORY Pre-Bid Meeting at 10AM
2/24/2021	CONB BID NO. 2021-01 Deadline to Submit Questions to City
3/3/2021	CONB BID NO. 2021-01 Deadline to Reply to Questions
3/10/2021	CONB BID NO. 2021-01 Deadline to Submit Bid Response 2PM
3/14/2021	CONB BID NO. 2021-01 Deadline for Scoring Bids
3/15/2021	Council Meeting to Select Contractor
3/31/2021	Winning Court Bidder to Mobilize on Site
5/15/2021	REVISED Major Construction Substantial Completion
6/14/2021	REVISED Punchlist Complete and Final Completion

02

Construction Timeline:

*Revised Construction
Timeline and Schedule*

Capital Improvement Projects

FY-2021 Begins Project Construction Cont.

03

Park Improvements

The contractor selected to do the site work, pathways and bridge installation has been on site since January 4, 2021. Work is well underway and progressing on schedule. We have two delays that will most likely push back reopening the park to the middle of June (originally end of May).

Park Improvements:

Site Work in Progress

- 1.) The manufacturer is behind schedule with the production of the Bridge. Manufacturer informed the Contractor that production is delayed approximately six (6) weeks - placing the bridge arrival sometime in Mid-March.
- 2.) Due to poor base and an elevation increase of one (1) foot to the subgrade; and 6" of base, the estimated cost of the new courts would exceed statutory limits for piggybacking. In order to comply with state and local ordinances, and to ensure the best possible price, the City will seek competitive bids for the courts as early as 2/2/2021.

04

Contract Price

ACON:

Original Contract Price: \$279,379.98; Attachment A

Current Billing: \$69,474.23 as of 1/8/2021; Attachment B

Contract Balance Remaining: \$209,905.75

FDEP Rec. Trails Reimbursable Grant: \$200,000

Current Billing: -\$0-

KOMPAN:

Original Contract Price: \$288,651.83; Attachment C

Materials, and Installation included; City to do Site Work

Current Billing: -\$0-

Fitness Equipment Paid by COJ: \$39,885.00

Current Billing: -\$0-

J.B. Coxwell:

Original Contract Price: \$46,250.00

Fill Dirt for Phase 1

Current Billing: \$37,000.00 as of 1/29/2021

City Demolition Costs:

Current Pricing: \$9,604.07, as of 2/1/2021

Contract Price:

Tracking Costs

Capital Improvement Projects

FY-2021 Begins Project Construction Cont.

Park Improvements in Progress:

05

Park Improvements in Progress



Capital Improvement Projects

FY-2021 Begins Project Construction Cont.

06

Senior Center:

*Site Work Complete; Modular
Units Complete; Installation
Begins*

Senior Center:

Site Work Complete

The Public Works Department spent a considerable amount of time preparing the site of the Senior Activity Center. While laying out the Center, the original plan to have the building face Strickland had to be changed since the space wouldn't allow for the orientation. The Building will face the same direction that it did before.

The site work has been completed and the footers/foundation is ready to receive the modular units. Delivery of the units is scheduled to begin the week of 2/1/2021.

Once the buildings are installed, Public Works will begin construction on the Front Porch and parking areas around the Center. There is an opportunity put in landscaped medians along Strickland with an employee/staff parking area.



Vision Plan, Comprehensive Plan & Land Development Code **PROCESS**

Changes to Dates and Upcoming Workshops

01

Vision Plan, Comprehensive Plan & LDC

Process:

Schedule Update

Vision Plan, Comprehensive Plan & LDC Process:

Due to COVID-19, dates for the next phase of the process had to be updated. To register for upcoming workshops and events please visit: <https://www.neptunebeachvisionplan.com/events>

Please find the updated schedule below:



HOW TO GET PREDICTABLE DEVELOPMENT OUTCOMES

6:00 PM – 7:00 PM

Google Calendar · ICS

This short 45-minute Zoom webinar will have a presentation and Q & A session. Register with the button below.



CITY COUNCIL & CDB CODE FRAMEWORK WORKSHOP

6:00 PM – 8:00 PM

Google Calendar · ICS

This is a hybrid workshop with an opportunity to meet in-person at the Sanctuary at First Christian Church of the Beaches or attend via Zoom virtually. Register to attend via Zoom with the button below.



COMMUNITY RESILIENCE PLANNING: VULNERABILITY ASSESSMENT WORKSHOP #2

6:00 PM – 7:00 PM

Google Calendar · ICS

This is a hybrid workshop with an opportunity to meet in-person at the Council Chambers in City Hall or attend via Go To Webinar virtually.

Register to the Go To Webinar below.



SITE DESIGN STANDARDS & BUILDING HEIGHT

6:00 PM – 7:00 PM

Google Calendar · ICS

This will be a short 45-minute Zoom webinar. Register with the button below.



ARCHITECTURAL GUIDELINES

6:00 PM – 7:00 PM

Google Calendar · ICS

This will be a short 45-minute Zoom webinar. Register with the button below.

Traffic Study

Bay Street Traffic Counter & Speed Trailer



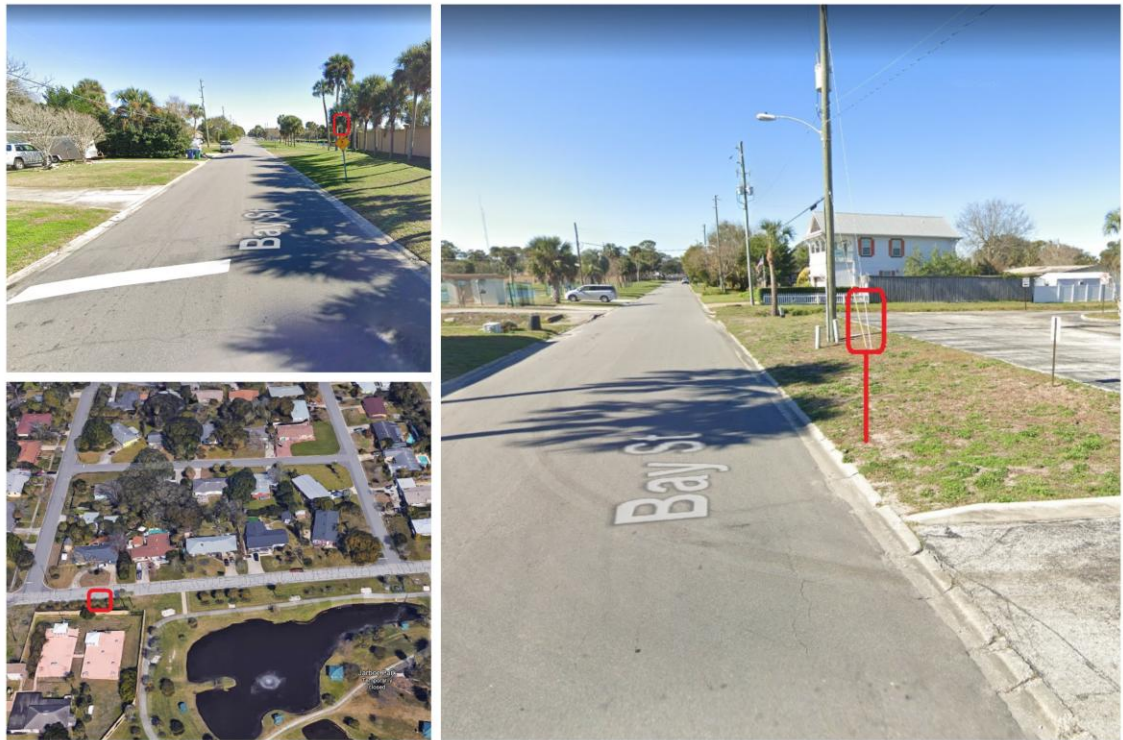
01

Traffic Study

Traffic Study:

The NBPD moved the Speed Trailer between the 400 & 500 block of Bay Street on 1/20/2021. Residents requested that a study be completed along Bay Street North of Jarboe Park and the Police Department is currently collecting data.

Preliminary review by Chief Pike determined that Speed Limit Signs were needed along Bay Street and an order was placed on 1/26/2021 to install two (2), twenty-five (25) M.P.H. signs. See pictures below of the area.



Once the study is complete, we'll use the data collected to decide whether or not more signage is required. We'll also compare the data collected to future data collected when the park is reopened.

North Beaches Parking

Fourth Quarter Report from Megan Steward, CONB's Mobility Management Director



01

North Beaches Parking

4th Quarter Results & Punchlist

North Beaches Parking:

The NBPd moved the Speed Trailer between the 400 & 500 block of Bay Street on 1/20/2021. Residents requested that a study be completed along Bay Street North of Jarboe Park and the Police Department is currently collecting data.

Preliminary review by Chief Pike determined that Speed Limit Signs were needed along Bay Street and an order was placed on 1/26/2021 to install two (2), twenty-five (25) M.P.H. signs. See pictures below of the area.

Easy to Understand Signage	Bold City Graphics is working on updated, simpler sign designs. Proofs are being reviewed with key stakeholders. Printing and installation process to begin in February 2021.	Open				
New Signage Installed	City to Install new and additional signage around Town Center in February 2021.	Open				
Polaris Gem outfitted with LPR System	North Beaches Parking to coordinate with NuPark & its subcontractors for delivery and installation of LPR Camera System by 8/14/2020	Approved	8/24/2020	DG	8/28/2020	SW
Integration of Interfaces	North Beaches Parking to coordinate with NuPark & its subcontractors to integrate all necessary parts of the NuPark/Parkeon Interface - completion including testing should be completed by 7/15/2020	Approved	8/24/2020	DG	8/28/2020	SW
Citation Hardware	North Beaches Parking to coordinate with NuPark for delivery of the citation printing device by 7/3/2020.	Approved	6/30/2020	DG	7/3/2020	SW
Registered License Plate Update	North Beaches to coordinate with NuPark to upload all registered "permit" users for Atlantic Beach by 7/10/2020	Approved	6/30/2020	DG	7/3/2020	SW
Instruction from NuPark - Employee Parking Plate Registrations	NuPark to provide detail instructions/manual for North Beaches Parking to be able to create accounts for local businesses to enter employee/church "permits" (Register License Plates) by 7/10/2020	Approved	11/1/2020	MS	12/4/2020	SW
Citation Pay at Kiosk	North Beaches Parking to coordinate with NuPark to implement the citation payment feature at all kiosks by 8/7/2020	Approved	8/24/2020	DG	8/28/2020	SW
Training for Mobility Manager	NuPark to provide North Beaches Parking Manager with relevant training on all aspects of NuPark management software by 8/7/2020	Approved	12/1/2020	MS	12/4/2020	SW



2020 Q4 Quarterly Report

October - December, 2020



MOBILITY MANAGEMENT DEPARTMENT
NORTH BEACHES PARKING PROGRAM



Q4 REVENUE AND TRANSACTIONS



October paid parking revenue: \$38,550.05
October total transactions: 19,990



November paid parking revenue: \$31,163.45
November total transactions: 16,830



December paid parking revenue: \$29,191.70
December total transactions: 16,953

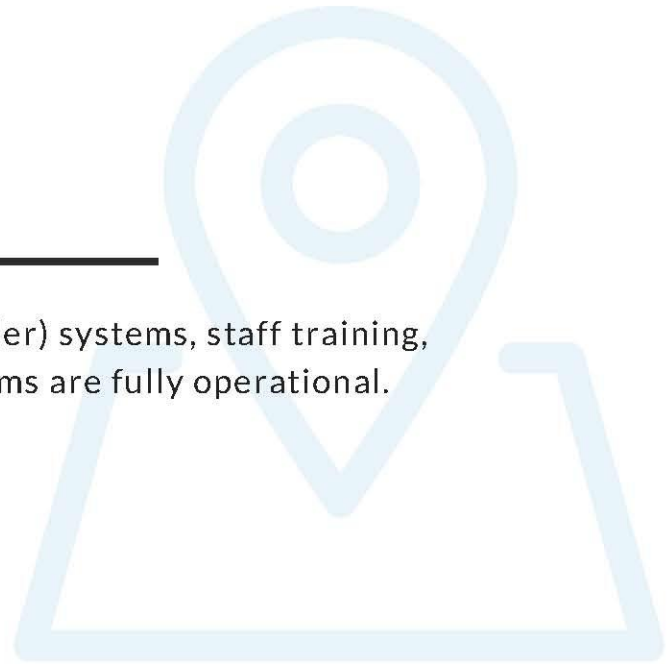
Q4 total revenue: \$98,905.20
Q4 total transactions: 53,773
Q4 program expenses: \$91,399.29
Q4 net income: \$7,505.91

The program incurred some large costs during December due to several maintenance items as well as a yearly software subscription renewal, but still generated a net positive for the quarter.



Q4 COMPLETED PROJECTS

- ☒ Implementation of LPR (license plate reader) systems, staff training, and testing. Software and hardware systems are fully operational.

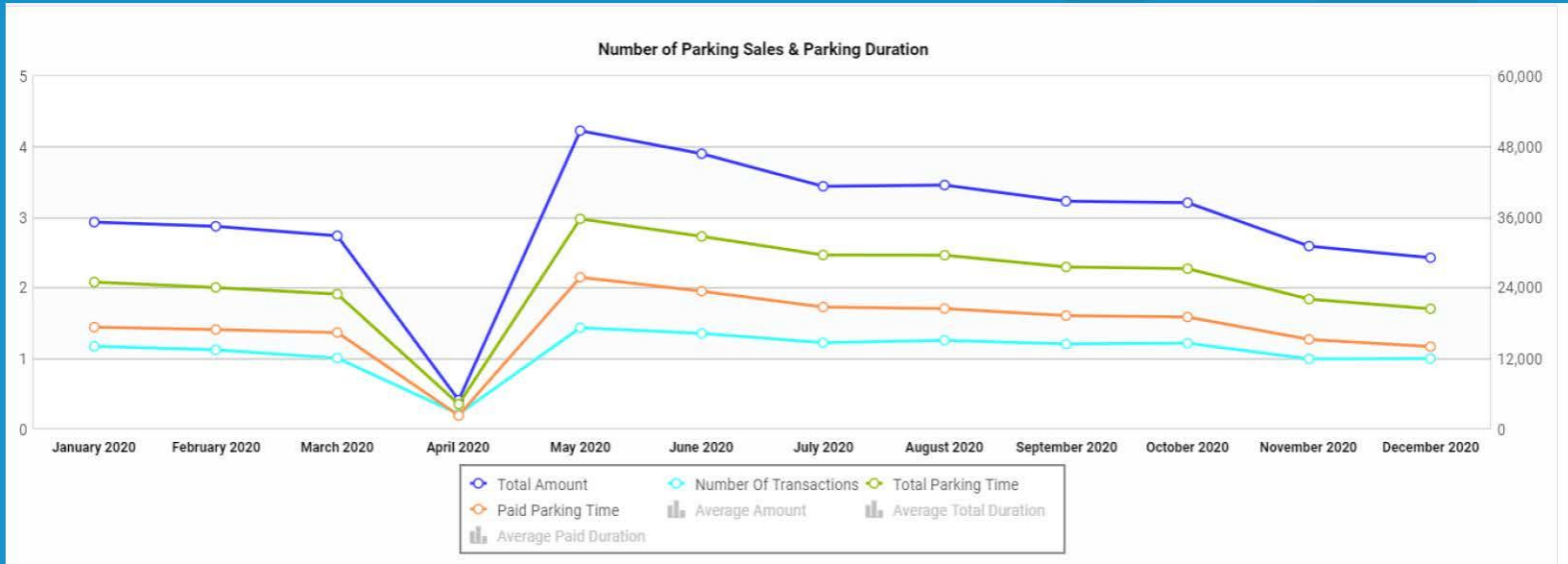


Q4 ONGOING PROJECTS

- ☐ Complete overhaul and redesign of North Beaches Parking website.
- ☐ Updated and additional signage for all paid parking lots / rows.
- ☐ New ordinance to update City codes (Neptune) for parking enforcement.
- ☐ Parking program PR campaigns for visitors and residents: Cities' social media, water bill inserts.

2020 YEAR-END REVIEW

In 2020, the parking program continued to see visitors engaging with the kiosks in high numbers, with the Beaches Town Center averaging about 18,000 individual transactions per month*. We did see a drop in transactions and revenue during the month of April, when the pandemic began to spike in Florida, but our numbers quickly bounced back in May.



*This data will only include users who engaged with the kiosk or app. Residents and short-term visitors utilizing free parking typically are not accounted for here.

Throughout 2020, we averaged 584 transactions per day, and our daily total revenue average was \$1,160.



Atlantic Beach Residents Registered: 2,178



Neptune Beach Residents Registered: 1,019

FISCAL YEAR 2019-2020 REVIEW

FY 2020 TOTAL REVENUE: \$493,416

FY 2020 TOTAL TRANSACTIONS: 159,255

FY 2020 TOTAL EXPENSES: \$386,524.04

FY 2020 PARKING PROGRAM NET INCOME: \$86,891.96

BASED ON PRELIMINARY, UNAUDITED FIGURES FROM THE FINANCE DEPARTMENT.



Thousands of visitors are successfully engaging the kiosks and the mobile app to park.

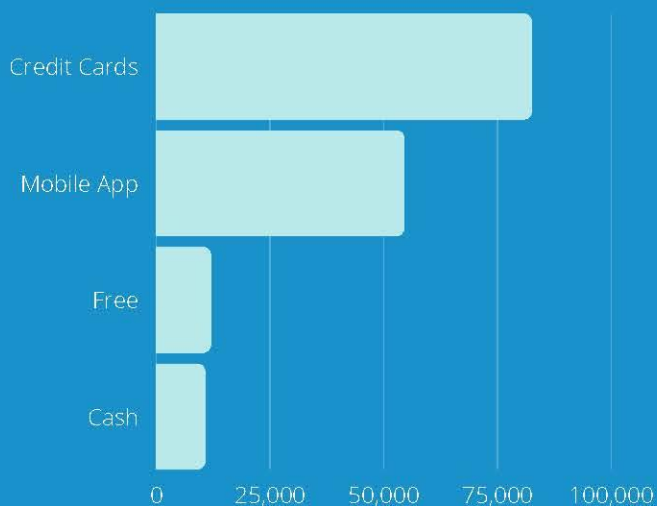


A substantial number of users are utilizing free short-term or free 3-hour residential parking.

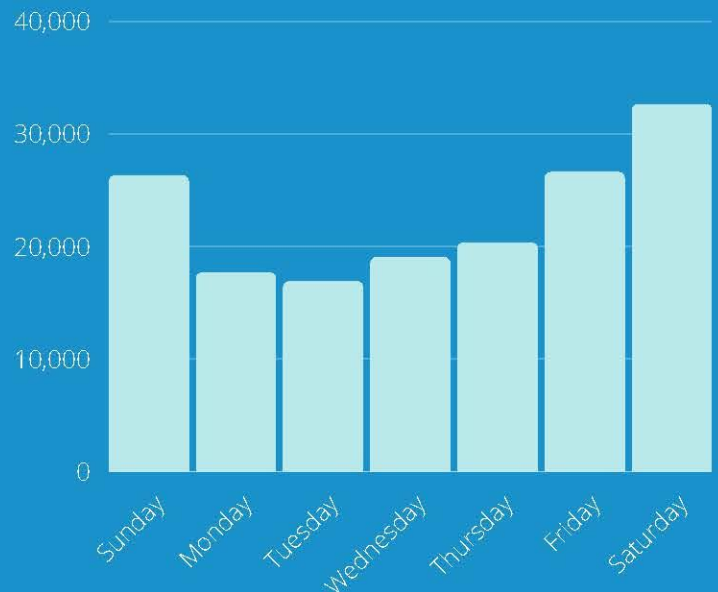


Overall, the parking program's total revenue exceeded our budget projections for fiscal year 2019-2020 and generated positive net income.

2020 TRANSACTIONS BY PAYMENT METHOD



2020 TRANSACTIONS BY DAY OF WEEK



City of **Neptune Beach**



Stefen Wynn, M.P.A.
City Manager

November 16, 2020

Mr. Frank Anderson
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224
RE: COJ Contract #8150-15

Dear Mr. Anderson:

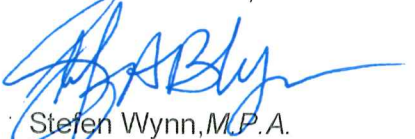
The City of Neptune Beach, Florida (the "City"), hereby authorizes the piggy-back use of the above referenced contract subject to the attached letter and scope of work, from ACON Construction Company, Inc. dated November 16, 2020, for the Jarboe Park Phase II Recreational Trails Project. The City agrees to the proposal for the work on the subject project under the guidelines of the referenced contract and the addition of the attached contract provisions.

The scope of the project is construction of 1300 feet of a 10-foot-wide asphalt trail and installation of a 10-foot-wide prefabricated aluminum bridge in Jarboe Park. An updated design for the asphalt trail will be prepared by the ACON Design Team. The Guaranteed Maximum Price (GMP) for the entire project shall not exceed \$279,379.98.

The Guaranteed Completion Date (GCD) will be 180 days from Notice to Proceed. These times are contractual, but actual construction will move forward at a faster pace as ACON will meet with City officials to move forward quickly once given approval to begin.

Thank you for your interest in the City of Neptune Beach and we look forward to working with you.

In Public Service,



Stefen Wynn, M.P.A.
Neptune Beach City Manager

ACON Construction Company

DB Contract 8150-15

Neptune Beach Jarboe Park Trail & Bridge Base Proposal

DATE: Revised 11/16/2020

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management & Estimator	Hrs	15	\$110.00	\$1,650.00
	Supervision	Hrs	24	\$75.00	\$1,800.00
	Administration	Hrs	15	\$75.00	\$1,125.00
	1300 Feet of 10 Foot Asphalt Trail built with Ribbon Curb removed from project by ACON Design Team	LS	1	\$171,490.00	\$171,490.00
	GatorBridge Purchased and Installed...includes moving the existing bridge to new location in park	LS	1	\$74,500.00	\$74,500.00
	Subtotal				\$250,565.00
	DB Fee 10%	LS	1	\$25,056.50	\$25,056.50
	DB Bond 1.5%	LS	1	\$3,758.48	\$3,758.48
			TOTAL		\$279,379.98

8150-15

**DESIGN-BUILD SERVICES CONTRCT
BETWEEN
CITY OF JACKSONVILLE
AND
ACON CONSTRUCTION CO., INC.
FOR
DESIGN-BUILD SERVICES FOR ACTIVE AND PASSIVE PARK PROJECTS**

THIS DESIGN-BUILD SERVICES CONTRACT (the "Contract") is made and entered into this 22 day of March, 2016 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Owner"), and **ACON CONSTRUCTION CO., INC.**, a Florida profit corporation having a principal address at 3653 Regent Boulevard, Suite 400, Jacksonville, Florida 32224 (the "Design-Builder"), for design-build services for active and passive projects of Owner's Department of Parks, Recreation and Community Services (the "Project").

BACKGROUND FACTS

WHEREAS, Owner issued CDB-0008-16 Request for Qualifications No. CDB-0008-16, including all addenda issued thereto (the "RFQ"), a copy of which is on file with the City of Jacksonville's Procurement Division, for certain design-build services consisting of design, permitting, and construction services as more particularly described in Section 4 (Description of Services) of the RFQ (the "Services" or the "Work"); and

WHEREAS, based on Design-Builder's Statement of Qualifications to the RFQ (the "SOQ"), a copy of which is on file with the City of Jacksonville's Procurement Division, Design-Builder was selected by Owner as the better qualified of two (2) design-builders to perform the Services, and Owner awarded this Contract to Design-Builder pursuant to Chapter 126, *Ordinance Code*; and

WHEREAS, Owner and Design-Builder have negotiated mutually satisfactory terms for execution of the Services; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below, the parties agree as follows:

1. BACKGROUND FACTS AND CAPITALIZED TERMS. The Background Facts set forth above are true and correct and incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the RFQ, the Design Criteria Package (the "DCP"), and the Specific Conditions attached hereto as **Exhibit A**; provided, however, if the RFQ, the DCP, and the Specific Conditions define the same term differently or different terms are defined in the same way, then such terms will be construed in the context of the document in which the term is defined.

2. INCORPORATION OF RFQ AND SOQ TERMS; ESTIMATED ANNUAL CONTRACT FUNDING. The RFQ and SOQ are incorporated herein by this reference and the terms and conditions set forth therein shall be binding upon the Design-Builder in this Contract. Design-Builder acknowledges that funding for each Specific Project will be established in the

Capital Improvement Program (CIP) for Fiscal Years 2016-2020. The annual funding projected for this Contract will not exceed **SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00)** each fiscal year (October 1st through September 30th), and the Owner estimates from one (1) to thirty (30) Specific Projects during the Contract term; provided, however, that such projected funding and estimated projects are not a guarantee by Owner during the Contract term. To the extent that the estimated **SIX MILLION DOLLARS** or any lesser amount is available during any fiscal year for this Contract, the Owner, in its sole discretion, may rollover any unspent funding of the **SIX MILLION DOLLARS** into subsequent fiscal years.

3. PERFORMANCE OF SERVICES. Design-Builder shall perform the Services as specified in the RFQ and provide all material, equipment, tools, and labor necessary to complete the Work for Specific Projects as defined in the RFQ. The Services shall also include, but not be limited to, the start-up and proven commissioning of all systems to make a Specific Project a fully functioning facility, structure, or improvement. If any services, functions, or responsibilities not specifically described in Section 4 of the RFQ or this Contract are necessary for the proper performance and provision of the Work, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Contract. The Design-Builder shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Work. The Design-Builder accepts the special relationship established between itself and Owner by this Contract. The Design-Builder covenants with Owner that it is an expert in the design, permitting, and construction of Specific Projects to be requested herein by Owner, and will cooperate with Owner, its representatives, program managers, and construction managers in fostering the interests of Owner with respect to Specific Projects. The Design-Builder shall employ sound business administration and superintendence to complete Specific Projects in a manner consistent with the best interests of Owner.

4. TERM. This Contract shall commence on the Effective Date and shall continue and remain in full force and effect for five (5) years thereafter until March 27, 2021, or until earlier expiration or termination as provided in this Contract or the RFQ.

5. CONTRACT DOCUMENTS. In the event of any inconsistency, conflict, or ambiguity between or among the following specified contract documents (collectively the "Contract Documents"), the Contract Documents shall take precedence in the following order:

- a. All written modifications, amendments, including Project Specific Contract Amendments, and change orders to this Contract;
- b. This Contract, including all exhibits attached hereto and incorporated herein;
- c. SOQ;
- d. Specific Conditions;
- e. Design and construction documents prepared and approved in accordance with the DCP;
- f. DCP; and
- g. RFQ.

The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the GMP specified in each Project Specific Contract Amendment for each Specific Project. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict,

with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in this Section 5 hereof.

6. OWNERSHIP OF WORK PRODUCT.

a. Design-Builder shall deliver to Owner for approval and acceptance, and before being eligible for final payment of any amounts due: all drawings, maps, and plats; the originals of specifications; the approved as-built drawings if Design-Builder has performed contract administration; true copies of all computations, survey notes, and diaries; and, copies of memoranda and pertinent correspondence pertaining to the work (including a copy of all computer disks containing any of the aforementioned data). Design-Builder shall provide a copy of all CADD work on computer disks in the Autocad drawing format or the transfer DFX format. CADD work shall conform with the current CADD standards of the Engineering Division of Owner. All such documents described in this Section 6.a (collectively referred to as "Work Products") shall become the property of Owner. Design-Builder shall not be liable for any re-use of such Work Products for other than the specific purpose intended without Design-Builder's written verification or adaptation thereof. Design-Builder and Owner agree that said Work Products shall be considered as works made for hire under the United States copyright laws. Owner shall have the absolute and exclusive right to own and use all the Work Products together with any and all copyrights, patents, trademarks, and service marks associated with the Work Products. The use of the Work Products in any manner by Owner shall not support any claim by Design-Builder for additional compensation.

b. Upon termination of the Contract for any reason prior to Specific Project completion, all Work Products completed up through the date of termination and paid for by Owner under the terms of this Contract shall become the property of Owner as set forth in Section 6.a above.

c. In addition to any other indemnifications from the Design-Builder to Owner in the Contract Documents, Design-Builder will, at its expense, defend all claims, actions, or proceedings against Owner based on any allegation that the Work Products or any part of the Work Products constitutes an infringement of any copyright, patent, or any other intellectual property right, and will pay to Owner all costs, damages, charges, and expenses occasioned to Owner by reason thereof. Owner will give Design-Builder written notice of any such claim, action, or proceeding and, at the request and expense of Design-Builder, Owner will provide Design-Builder with available information, assistance, and authority for the defense. If in any action or proceeding the Work Products or any parts thereof are held to constitute an infringement, Design-Builder will forthwith either secure for Owner the right to continue using the Work Products or will, at Design-Builder's expense, replace the infringing items with non-infringing Work Products or make modifications as necessary so that the Work Products no longer infringe. Design-Builder will obtain and pay for all patent, copyright, and other intellectual property royalties and license fees required in respect of the Work Products.

7. CONTRACT TIME.

a. **Date of Commencement.** The Work on any Specific Project shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed (the "Date of Commencement") unless the parties mutually agree otherwise in writing. No Notice to Proceed shall be issued by Owner prior to the parties' execution of a Project Specific Contract Amendment for a Specific Project in accordance with Section 8 herein, and Owner shall assume no liability or obligation to Design-Builder prior to the issuance of a Notice to Proceed. For purposes of this Agreement, a "Notice to Proceed" shall mean the written notification by Owner to Design-Builder to proceed with the construction of a Specific Project.

b. **Substantial Completion and Final Completion.** For purposes of this Agreement, "Substantial Completion" shall be defined as in the Specific Conditions. Substantial Completion of each Specific Project shall be achieved by the date set forth in the Notice to Proceed for a Specific Project (the "Scheduled Substantial Completion Date"). Guaranteed Completion of each Specific Project shall be achieved by the date as set forth in the Project Specific Contract Amendment for each Project (the "Guaranteed Completion Date"). Design-Builder shall resolve all items on the Substantial Completion punch to Owner's satisfaction and acceptance by the Guaranteed Completion Date (the "GCD"). All of the dates set forth in this Section 7 (the "Contract Times") shall be subject to adjustment in accordance with the Specific Conditions.

c. **Time of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Project Specific Contract Amendment for each Specific Project.

d. **Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date contained in the Notice to Proceed and Project Specific Contract Amendment for a Specific Project, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by one (1) day after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner the amount specified in the Project Specific Contract Amendment as liquidated damages for each day that the Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion by the Scheduled Substantial Completion Date and shall be Owner's sole remedy for the delay. Design-Builder understands and agrees that liquidated damages are to be paid not as a penalty, but as compensation to Owner as fixed and reasonable liquidated damages for losses that Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with Owner's normal operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity. Liquidated damages may, at Owner's sole discretion, be deducted from any monies held by Owner that are otherwise payable to Design-Builder.

8. PROJECT SPECIFIC CONTRACT AMENDMENTS. Owner may enlist Services from the Design-Builder for a Specific Project or multiple Specific Projects together during the term of this Contract. Prior to Owner's issuing a Notice to Proceed for a Specific Project, Owner and Design-Builder will execute a Project Specific Contract Amendment in the form attached hereto as **Exhibit B**. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project. All Project Specific Contract Amendments will be subject to approval by the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) and the Mayor or his designee. Each Project Specific Contract Amendment shall contain: (1) a specific description of the Project; (2) Guaranteed Maximum Price (GMP) in accordance with Section 10 herein which is equal to Design-Builder's Fee (as defined in Section 9.b.4 hereof) plus the negotiated lump sum Cost of the Work (as defined in Section 9.d hereof), subject to any adjustments made in accordance with the Specific Conditions; (3) a Scheduled Substantial Completion Date; (4) Guaranteed Completion Date; (5) the amount of liquidated damages in accordance with Section 7.d; and, (6) an updated Maximum Indebtedness amount under this Contract.

9. MAXIMUM INDEBTEDNESS; PAYMENTS TO DESIGN-BUILDER.

a. **Maximum Indebtedness.** Owner's maximum indebtedness under this Contract is an amount not to exceed **ZERO AND 00/100 DOLLARS (\$0.00)** ("Maximum Indebtedness"). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

b. **Payments.**

1. Owner will pay Design-Builder for each Specific Project using either a two-phased approach where Owner will first pay Design-Builder an amount to perform a portion of the design elements based upon a DCP for a Specific Project as described in Section 4 of the RFQ to enable the Owner and Design-Builder to negotiate a GMP and GCD for the Specific Project, or a one-phased approach where Owner will negotiate a GMP and GCD, which shall include design services. Any such amount paid by Owner under either approach will be pursuant to a Project Specific Contract Amendment.
2. Upon Owner's acceptance of the GMP Proposal in accordance with Section 10 herein, Owner and Design-Builder will execute a Project Specific Contract Amendment and pay Design-Builder in accordance with the payment terms set forth in the Specific Conditions.
3. Notwithstanding the foregoing, Design-Builder acknowledges and agrees that Owner may not solicit Design-Builder to perform any Work pursuant to the terms hereof during the term of this Contract, and Owner makes no guarantee or representation as to the quantity of Specific Projects, if any, that Owner may solicit, or issue to, Design-Builder to perform Work during the term of this Contract.

Design-Builder further acknowledges and agrees that Design-Builder shall have no recourse, legal or otherwise, against Owner if Owner does not solicit Design-Builder to perform any Work or Specific Projects pursuant to this Contract.

4. **Design-Builder's Fee.** Design-Builder's Fee for each Specific Project shall be limited as follows:

- A. For Projects with a GMP less than \$100,000, Design Builder's Fee shall not exceed fifteen percent (15%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.
- B. For Projects with a GMP between \$100,000 and \$500,000, Design-Builder's Fee shall not exceed ten percent (10%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.
- C. For Projects with a GMP in excess of \$500,000, Design-Builder's Fee shall not exceed seven and a half percent (7.5%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

5. **Cost of the Work.** The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work required for each Specific Project. The Cost of the Work shall include only the following:

- A. Wages of direct employees of Design-Builder performing the Work at the Sites or, with Owner's agreement, at locations off the Sites.
- B. Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and located at the Sites or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
- C. Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices who are performing functions required to complete the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a markup to compensate Design-Builder for the Project-related overhead associated with such personnel.
- D. Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions, and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent

such costs are based on wages and salaries paid to employees of Design-Builder covered under Section 9.b.5.C hereof.

6. The reasonable and documented portion of the cost of travel, accommodations, and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

7. Payments properly made by Design-Builder to subcontractors and design consultants for performance of portions of the Work, including any required insurance and bond premiums incurred by subcontractors and design consultants.

8. Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

9. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

10. Costs of removal of debris and waste from the Sites.

11. The reasonable costs and expenses incurred in establishing, operating, and demobilizing the Site(s) office(s), including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and DSL internet services.

12. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers which are provided by Design-Builder at the Sites, whether rented from Design-Builder or others, and incurred in the performance of the Work.

13. Premiums for insurance and bonds required by this Agreement or the performance of the Work, including but not limited to errors and omissions insurance, including any subcontractors bonds as Design-Builder deems appropriate.

14. All fuel and utility costs incurred in the performance of the Work.

15. Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

16. Costs for permits, royalties, licenses, tests, and inspections incurred by Design-Builder as a requirement of the Contract Documents.

17. Deposits which are lost, except to the extent caused by Design-Builder's negligence.

18. Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property to the extent not covered by Design-Builder's insurance.

19. Other documented costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

20. Design-Builder Firm, when qualified, may self-perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work.

21. Costs of all reproductions used for bidding or information purposes required by the Specific Projects to directly benefit the Specific Projects.

22. Costs for watchmen and security services for the Specific Projects.

23. Costs for such temporary facilities during construction, as approved by Owner, including temporary water, heat, power, sanitary facilities, telephones, radios, and computers with software.

24. Costs for efficient logistical control of the Sites, including horizontal and vertical transportation and materials and personnel. Also, costs for adequate storage.

c. **Non-Reimbursable Costs.** The following shall be excluded from the Cost of the Work:

1. Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.b.5.C hereof.

2. Overhead and general expenses, except as provided for in Section 9.b hereof, or which may be recoverable for changes to the Work.

3. The cost of Design-Builder's capital used in the performance of the Work.

4. Once the parties have agreed on a GMP, costs that would cause the GMP, as may be adjusted in accordance with the Contract Documents, to be exceeded.

5. Any costs incurred by Design-Builder arising out of Design-Builder's, or its employees', agents', contractors' and subcontractors' errors, negligent or wrongful acts, or omissions in performing the Work.

10. GUARANTEED MAXIMUM PRICE.

a. **GMP Established after Execution of this Agreement**

1. **GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner for each Specific Project which shall include the following unless the parties mutually agree otherwise:

A. A proposed GMP, which shall be the sum of:

- 1) Design-Builder's Fee as defined in Section 9.b.4 hereof;
- 2) the negotiated lump sum Cost of the Work as defined in Section 9.b.5 hereof, inclusive of any Design-Builder's Contingency, if applicable, as defined in this Section 10; and
- 3) For purposes of this Agreement, "Contingency" means the amount set forth in the GMP, which amount shall not constitute more than fifteen percent (15%) of the GMP, and which amount is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or which would be the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, and acceleration. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. In no event shall the Contingency be used by Design-Builder to pay for Non-Reimbursable Costs, as defined in Section 9.c. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency, and any Contingency amount remaining unused upon Final Payment shall be returned to Owner.

B. A list of the drawings and specifications, including all addenda, used as the basis for the GMP Proposal;

C. A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;

- D. The allowable construction time upon which the proposed GMP is based, and a schedule upon which the Scheduled Substantial Completion Date is based;
- E. A list of allowances and a statement of their basis;
- F. A schedule of alternate prices;
- G. A schedule of unit prices;
- H. A statement of Additional Services; and
- I. The time limit for acceptance of the GMP Proposal.

2. **Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

3. **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder and Owner, Owner shall submit the GMP Proposal to the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) for approval. Upon obtaining approval from CSPEC, Owner and Design-Builder will execute a Project Specific Contract Amendment in the amount of the GMP.

4. **Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- A. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 10.a.3 above;
- B. Owner may abandon pursuit of a Specific Project with this Design-Builder and terminate this Contract in accordance with the terms herein.

11. PROCEDURE FOR PAYMENT.

a. Progress Payments.

1. Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the Specific Conditions.

2. Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the Specific Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the Specific Conditions.

3. Progress payments under this Section only will be made upon Owner's receipt from Design-Builder of updated schedules and reports submitted with each invoice, as set forth in Section 2.1.2 of the Specific Conditions.

b. Retainage on Progress Payments.

1. Owner will retain ten percent (10%) of each Application for Payment; provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will consider, in its sole discretion, whether to retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for subcontractors completing their work early in the Specific Project. Retainage shall not be withheld on services or fees set forth in Section 9.c herein and for materials purchased by Design-Builder.

2. Upon Final Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the Specific Conditions, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Final Completion.

3. **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the Specific Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within twenty-one (21) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the Specific Conditions.

4. **Record Keeping and Finance Controls.** Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance

with generally accepted accounting principles and as provided in the Contract Documents and, specifically, Section 12.31 of the Specific Conditions. During the performance of the Work and for a period of three (3) years after receipt of final payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after receipt of final payment.

12. TERMINATION.

a. Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any Specific Project. In such event, Design-Builder shall cease performing Work on the Specific Project and Owner shall pay Design-Builder for the following:

1. Up to receipt of notice of termination: (i) all Work actually, timely, and faithfully rendered on all Specific Projects, including that portion of Design-Builder's fees equal to the percentage of Work completed and (ii) for proven and documented costs or expenses in connection with the Work required for each Specific Project. Thereafter, until the date of termination, only for such services as are specifically authorized in writing by Owner, and

2. Fair compensation either by purchase or rental, at the election of Owner, for any equipment obtained by Design-Builder and used for the Specific Projects.

b. If Owner terminates this Contract pursuant to Section 12.a above and proceeds to design and construct the Specific Project through its employees, agents, or third parties, Owner's rights to use the Work Products shall be as set forth in Section 6 hereof.

13. REPRESENTATIVES OF THE PARTIES.

a. **Owner's Representatives.** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Thomas Fallin, P.E.
Engineer and Construction Management Division
Public Works Department, City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8710
Email:ThomasF@coj.net

Owner shall designate various individuals as its Owner's Representative for each Specific Project performed under this Contract, which individual has the authority and responsibility set forth in Section 3.4 of the Specific Conditions. The Owner's Representative for each Specific Project shall be designated in the Project Specific Contract Amendment for each Project.

b. **Design-Builder's Representatives.**

Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes relating to this Contract:

Marianne Sypniewski, VP/Treasurer
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224
904.565.9060 (Phone); 904.565.9080

Design-Builder shall designate various individuals as its Design-Builder's Representative for each Project performed under this Contract, which individual has the authority and responsibility set forth in Section 2.1.1 of the Specific Conditions. The Design-Builder's Representative for each Specific Project shall be designated in the Project Specific Contract Amendment for said Project.

14. NOTICES. Unless otherwise provided herein, any and all notices which are permitted or required in this Contract shall be in writing and shall be duly delivered and given when personally served or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

If to the Owner: Engineering and Construction
 Management Division
 Department of Public Works
 214 N. Hogan Street
 Jacksonville, Florida 32202
 Attn: Director

With a copy to: Office of General Counsel
 Government Operations
 117 West Duval Street, Suite 480
 Jacksonville, Florida 32202

Attn: Corporation Secretary

If to Design-Builder: David Sypniewski, President/Secretary
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

With a copy to:

15. MISCELLANEOUS PROVISIONS.

- a. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.
- b. **Headings.** The paragraph headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.
- c. **Exhibits.** All exhibits attached hereto are incorporated herein by this reference and made a part of this Contract.
- d. **Counterparts.** This Contract may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of the Contract, it shall not be necessary to produce or account for each counterpart.
- e. **Severability.** The provisions of this Contract are severable, and if any provision of any part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part hereof to other persons or circumstances shall not be affected thereby.
- f. **Dates and Time Periods.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday, or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday, or legal holiday.
- g. **Governing Law.** This Contract shall be governed and interpreted under the laws of the State of Florida. The venue shall be Duval County, Florida.
- h. **Approvals.** Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under this Contract, and Design-Builder and the person(s) signing this Contract on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Contract on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably

requested by Owner to evidence such authority.

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

Attest:

By: James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: Lenny Curry
Mayor

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

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and that provision has been made for the payment of the monies provided therein to be paid from the following account:

See Next Page
Director of Finance
CITY Contract Number: _____

Form Approval:

By: James R. McCain
Office of General Counsel

Witness:

By: Catherine Watson
Name: Catherine Watson

ACON CONSTRUCTION CO., INC.

By: David Sypniewski
Name: David Sypniewski
Its: President

Encumbrance and funding information for internal City use:


Account..... _____

Amount.....\$ _____

*This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.*

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance

City Contract # 8150-15 

Contract Encumbrance Data Sheet follows immediately.

Exhibit “A”

Special Conditions to immediately follow this page.

Specific Conditions (Design-Build Contract)

Table of Contents

Article 1: General.....	
Article 2: Design-Builder’s Services and Responsibilities	
Article 3: Owner’s Services and Responsibilities.....	
Article 4: Hazardous Conditions and Differing Site Conditions	
Article 5: Insurance and Bonds	
Article 6: Payment.....	
Article 7: Indemnification	
Article 8: Time	
Article 9: Changes to the Contract Price and Time.....	
Article 10: Contract Adjustments and Disputes.....	
Article 11: Stop Work and Termination for Cause	
Article 12: Miscellaneous	

1.Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Contract or Agreement* refers to the executed agreement between Owner and Design-Builder pursuant to a contract award issued by the City of Jacksonville's Procurement Division in accordance with the RFQ to perform design-build services for Specific Project(s).

1.2.2 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 *Specific Conditions of Contract* refer to this *Specific Conditions of Contract*, which shall be incorporated into the Contract by reference and made a part thereof.

1.2.6 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Projects or Sites, the practices involved in the Projects or Sites, or any Work.

1.2.7 *Design Criteria Package or DCP* is defined in Section 2 of the RFQ and will be developed by Owner for each Specific Project is developed by or for Owner to describe Owner's requirements and objectives for the Specific Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. The DCP may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

1.2.8 *Specific Project or Project* is an individual assignment to be performed under the Contract. Each project shall be authorized by a Notice to Proceed after a Project Specific Contract Amendment has been executed by Owner and Design-Builder. Each Specific Project shall be performed under a Guaranteed Maximum Price (GMP) and Guaranteed Completion Date as specified in the Contract amendment. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project.

1.2.9 *Site* is the land or premises on which the Project(s) is/are located.

1.2.10 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work required for the Projects and shall include materialmen and suppliers.

1.2.11 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work required for the Projects and shall include materialmen and suppliers.

1.2.12 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.13 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents to complete the Specific Projects. A Specific Project may be performed individually or multiple Specific Projects may be performed aggregately by Design-Builder

1.2.14 *RFQ* shall mean the CDB-_____ Request For Qualifications No. _____ issued by Owner for the Work.

Unless otherwise defined in these Specific Conditions, all capitalized terms contained herein shall have the same meaning as given to them in the RFQ.

2. Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner's Representative and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work for each Specific Project, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (v) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the GMP and within the Contract Time(s). In addition, Design-Builder shall provide Owner with a log of submittals, RFI's, Change Orders, and shop drawings.

2.1.3 Design-Builder shall prepare and submit a schedule for the execution of the Work for each Specific Project for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work for the Projects consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Specific Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in a Project Specific Contract Amendment entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim

design submissions may include design criteria, drawings, diagrams and specifications setting forth the Specific Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner "Construction Documents" setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. After Owner's issuance of a Notice to Proceed, Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work; provided, however, nothing in this 2.4.4 authorizes work not expressly and in writing agreed to by Owner pursuant to an amendment to the Contract.

2.5 Legal Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) for any Specific Projects may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of Notice to Proceed affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Specific Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

2.7.1 Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Specific Projects consistent with the Contract Documents. Owner may provide additional inspection and testing services, but Owner shall not be obligated to provide such services.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Specific Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Specific Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Specific Project or a portion of the Specific Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall perform periodic safety inspections of the Site and correct any conditions on the Site determined to be unsafe from said inspection as soon as practicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Specific Project or the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which

provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, at no additional cost to Owner.

2.10.2 Design-Builder shall, within fourteen (14) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such fourteen (14) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the fourteen (14) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

3. Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule, as approved by Owner.

3.2 Furnishing of Services and Information

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, within ten (10) days after execution of the Contract, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Specific Project and enable Design-Builder to perform the Work;

3.2.1.4 To the extent available, a legal description of the Site;

3.2.1.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.3 Intentionally deleted.

3.4 Owner's Representative

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.5 Government Approvals and Permits

3.5.1 Design Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees necessary to perform and construct the Work.

3.6 Owner's Separate Contractors

3.6.1 Owner is responsible for all work performed on the Specific Project or at the Site by separate contractors under Owner's control. Owner shall require its separate contractors to reasonably cooperate with, and coordinate their activities so as not to unreasonably interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

4. Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

4.1.1 Unless otherwise expressly provided herein or in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site that are not introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Upon encountering any such Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Specific Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Specific Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Specific Project or Site.

4.1.4 Design-Builder may be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been materially adversely impacted by the presence of Hazardous Conditions.

4.1.5 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder and its Subcontractors shall comply with all Legal Requirements for the handling of such Hazardous Conditions and shall bear full responsibility for such Hazardous Conditions, including, but not limited to, payment and liability for the transportation, use and disposal of any hazardous materials under Design-Builder's control during the performance of the Work. Disposal of hazardous materials should only be at Owner approved facilities. Design-Builder shall provide Owner with appropriate documentation showing proper disposal of its hazardous materials.

4.1.6 In addition to the indemnity requirements in Article 7 below, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable or for violating any Legal Requirements for the handling of such Hazardous Conditions.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than three (3) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

5. Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 Design-Builder's Insurance Requirements shall be as set forth in the RFQ.

5.2 Bonds and Other Performance Security

5.2.1 Design-Builder's requirements as to performance and labor and material payment bonds shall be as set forth in the RFQ.

6.Article 6

Payment

6.1 Schedule of Values

6.1.1 Within ten (10) days after receipt of Notice to Proceed for a Specific Project, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work (the "Schedule of Values"). The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work, provided said progress is consistent with the Schedule of Values.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Contract, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Specific Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Specific Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments

6.3.1 On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Right to Stop Work

6.4.1 If Owner fails to pay Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof.

6.5 Design-Builder's Payment Obligations

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Article 7 hereof.

6.6 Substantial Completion

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within ten (10) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Specific Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, upon consent of Surety.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Specific Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Contract, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 consent of Design-Builder's surety to final payment;

6.7.2.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

7. Article 7

Indemnification

7.1 Design Builder's General Indemnification of Owner - Design Services.

7.1.1. Design-Builder's indemnification obligations to Owner for design services shall be as set forth in the RFQ.

7.2 Design-Builder's General Indemnification of Owner - Construction Services.

7.2.1 Design-Builder's indemnification obligations to Owner for construction services shall be as set forth in the RFQ.

8. Article 8

Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Section 7 of the Contract.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder also may be entitled, in Owner's reasonable discretion, to an appropriate adjustment of the Contract Price as set forth in Section 10.1 below; provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

9. Article 9

Changes in the Project

9.1 **Change Orders.** The Owner, without invalidating the Contract, may order Changes in the Specific Project within the general scope of the Contract consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Specific Project not covered by an authorized contingency shall be authorized by Change Order to the Project Specific Contract Amendment.

9.1.1 Change Order Definition - A Change Order is a written order on an approved change order form under the authorization of the City of Jacksonville to the Design-Builder signed by the Owner

issued after the issuance of Notice to Proceed authorizing a Change in the Specific Project, the Design-Builder's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Specific Project. Execution of a Change Order by the Design-Builder serves as a waiver and an accord and satisfaction of all issues related to the work identified in the Change Order.

9.1.2 Acceptable Ways Of Determining Increases Or Decreases In The GMP On Change Orders - The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Specific Project shall be determined in one or more of the following ways:

9.1.2.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner;

9.1.2.2 by unit prices stated in the Contract or subsequently agreed upon, if less;

9.1.2.3 by Cost of Work as defined in Section 9.D of the Contract and a mutually acceptable fixed or percentage fee if less than the negotiated fee; or

9.1.2.4 by the method provided in Subparagraph 9.1.3.

9.1.3 Itemized Accounting On Change Orders - If none of the methods set forth in Clause 9.1.2 is agreed upon, the Design-Builder, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated cost of the work and the Design-Builder shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 9.1.2 above, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principals and practices of the increase in the Cost of Work of the Specific Project as outlined in Section 9.D of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Design-Builder to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

9.1.4 Adjustments In Unit Prices & GMP Due To Inequitable Quantity Changes - If unit prices are stated in the contract amendment or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Design-Builder, the applicable unit prices and Guaranteed Maximum Price may be equitably adjusted.

9.1.5 Concealed Conditions - Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered in work of the character provided for in the Contract, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 9.1.

9.2 Claims For Additional Cost Or Time

All claims for additional cost or time shall be made by request for a change order submitted as provided in this Article 9. If there is any time delay or disruption during the Specific Project, the Substantial Completion date shall be extended by Change Order. Design-Builder must provide a time impact analysis justifying any request for equitable time extension.

Only delays or disruptions which are determined to extend the critical path for the schedule or constructing the Specific Project will result in a time extension. Neither the Owner nor the Design-Builder shall be considered to own the schedule float time.

No Owner's representative has the authority to allow or require constructive acceleration; actual acceleration shall only be compensable upon specific written approval by the Owner after receipt of an acceptable time impact analysis and evaluation of a recovery schedule that would reasonably justify such action

9.3 Minor Changes In The Project

The Owner's Representative will have authority to order minor changes in the Specific Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Changes shall be approved by the Owner's Representative.

9.4 Emergencies

In any emergency affecting the safety of persons or property, the Design-Builder shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Design-Builder on account of emergency work shall be determined as provided in this Article 9.

10. Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 Settlement of Claims. In any case where Design-Builder deems that extra compensation is due it for services or materials not clearly covered in the Contract, or not ordered in writing by the Owner as an additional service, Design-Builder shall notify the Owner in writing within seven (7) days of the time the request is made, and before it begins the work on which it bases the claim. Design-Builder shall not commence such work without prior written authorization from the Owner. If such authorization is not previously given, or the claim is not separately and strictly accounted for, Design-Builder hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by City of Jacksonville Executive Order 98-212. Design-Builder agrees that the Owner shall not be liable for any claim that Design-Builder fails to submit as timely notice a Request for Change Order as provided herein.

10.1.2 Exclusive Remedy of Claim. For work Design-Builder performs with its own forces, and in addition to the adjustments provided for in Articles 8 and 9, Design-Builder's exclusive remedy for delays or disruption in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Section 10.1.1 above, for an extension of the scheduled construction time. In the event of a change in such work, Design-Builder's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the negotiated fee percentage for the Specific Project for overhead and profit. Design-Builder expressly agrees that the foregoing constitutes its sole and exclusive remedies for delays or disruptions and changes in such work, and eliminate any other remedies for claim for increase in the contract price relating to accidents, disruption or delays, changes in the work, damages, losses or additional compensation.

10.2 Duty to Continue Performance

10.2.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

11. Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work on any Specific Project. Such suspension shall not exceed ninety (90) consecutive days or aggregate more than one-hundred twenty (120) days during the duration of the Specific Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents (each of the foregoing an "Event of Default" or "Default"), then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an Event of Default, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, Design-Builder will only be entitled to be paid for Work performed prior to its Default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's Default.

11.2.4 If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

11.3 Design-Builder's Right to Stop Work

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop Work for the following reason:

11.3.1.1 Owner's failure to pay undisputed amounts properly due under Design-Builder's application for Payment within thirty (30) days after the due date.

11.3.2 Should the event set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If owner does not cure the problem within such seven (7) day period, Design-Builder may stop Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.4.1.1 The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Specific Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible or the events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God..

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Specific Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problem set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 8 of the Contract.

11.5 Bankruptcy of Design-Builder

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future RFQ Design-Build Services Park Projects

material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

12. Article 12

Miscellaneous

12.1 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.2 Accuracy of Work

Design-Builder shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Design-Builder or subcontractors without additional compensation. Acceptance of the work by the Owner shall not relieve Design-Builder of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities. At any time during the construction of a Specific Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by Design-Builder under the Contract, Design-Builder shall confer with the Owner for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by Design-Builder. Design-Builder shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefore. Design-Builder shall be and shall remain liable, in accordance with applicable law, for all damages to the Owner caused by Design-Builder's breach of contract or its negligent performance of any of the services furnished under the Contract. Design-Builder shall not be responsible for any time delays in a Specific Project caused by circumstances beyond Design-Builder's control.

12.3 Public Utilities and Permitting Authorities

Where privately, publicly or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction, and when certain permits will be required for construction, Design-Builder shall make the necessary contacts and confer with the owners of such utilities regarding the requisite revisions in their facilities, apprising the Owner of the results of all such contacts. Design-Builder shall make no commitments with utilities or permitting authorities which are binding upon the Owner. Owner shall conduct all negotiations with public utilities and authorities. However, Design-Builder shall participate in such negotiations at the request of the Owner.

12.4 Independent Contractor

In the performance of the Contract, Design-Builder shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the Owner. Design-Builder shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of the Contract.

12.5 Ethics Provision For Professional Services

Design-Builder, by affixing its signature to the Contract represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Ordinance Code, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, Ordinance Code.

12.6 Cooperation With Counsel for the City

Design-Builder acknowledges that the Owner is represented by the Office of General Counsel. During the term of the Contract, it may be necessary to attend meetings or participate in telephone calls or discussions with counsel for the Owner for issues related to a Specific Project. Design-Builder may also have its counsel at such meetings, and it is agreed by the parties that neither side will claim that a conflict exists or that counsel may not represent its client on the basis of any such meeting, duty or conference.

12.7 Harmony

Design-Builder hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Design-Builder and his Subcontractors for work on a Specific Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of a project. Design-Builder further agrees that this provision will be included in all subcontracts of the Subcontractors as well as Design-Builder's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

12.8 Apprentices

If Design-Builder employs apprentices on a project, the behavior of the Design-Builder and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Design-Builder will include a provision similar to the foregoing sentence in each subcontract.

12.9 Unauthorized Immigrants

Owner shall consider the employment by Design-Builder of unauthorized immigrants a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract in accordance with the termination for cause provision above.

12.10 Prompt Payment to Subcontractors and Suppliers

12.10.1 Generally. When Design-Builder receives payment from Owner for labor, services, or materials furnished by subcontractors and suppliers hired by Design-Builder, Design-Builder shall remit payment due (less proper retainage) to those subcontractors and suppliers within 10 calendar days after Design-Builder's receipt of payment from Owner. Nothing herein shall prohibit Design-Builder from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Design-Builder may withhold the disputed portion of any such payment only after Design-Builder has provided notice to Owner and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within 10 calendar days after Design-Builder's receipt of

payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section.

12.10.2 Jacksonville Small and Emerging Business ("JSEB") Enterprise Participation. Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Design-Builder shall pay all contracts awarded with certified JSEBs as defined therein their pro-rata share of their earned portion of the progress payments made by Owner under the applicable contract within seven (7) business days after Design-Builder's receipt of payment from Owner (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Design-Builder, Design-Builder shall provide to Owner, with its requisition for payment, documentation that sufficiently demonstrates that Design-Builder has made proper payments to its certified JSEBs from all prior payments that Design-Builder has received from Owner. Design-Builder shall not unreasonably withhold payments to certified JSEBs if such payments have been made to the Design-Builder. If Design-Builder withholds payment to its certified JSEBs, which payment has been made by Owner to Design-Builder, Design-Builder shall return said payment to Owner. Design-Builder shall provide notice to Owner and to the certified JSEB whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within five (5) calendar days after Design-Builder's receipt of payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the Owner as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

12.10.3 Third Party Liability. The prompt payment requirements hereunder shall in no way create any contractual relationship or obligation between the Owner and any subcontractor, supplier, JSEB, or any third-party, nor create any Owner liability for Design-Builder's failure to make timely payments hereunder. However, Design-Builder's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to Owner. As a result of said breach, the Owner, without waiving any other available remedy it may have against Design-Builder, may: (i) issue joint checks; and (ii) charge Design-Builder a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEBs and Chapter 218, Florida Statutes, for non-JSEBs, whichever is greater.

12.11 Audit Provisions

Chapter 126.109 of the Purchasing Code: A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the Owner, and purchased by the Owner pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the Owner to allow access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

Form 6 – Price Sheet

NAME OF CONSULTANT ACON Construction Co., Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>130.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>110.00</u> hr.
Regional Project Manager Estimator	\$ <u>80.00</u> hr.
Regional QC Manager	\$ <u>80.00</u> hr.
Inspector Superintendent	\$ <u>75.00</u> hr.
Regional Project Manager Admin Assistant	\$ <u>75.00</u> hr.
Clerical	\$ <u>50.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

To be negotiated

4. Estimated percentage of total fee to be performed by sub-contractors 35-50% %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT VRL Architects, Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>145.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>123.00</u> hr.
Registered Professional Engineer / Architect	\$ <u>108.00</u> hr.
Engineer Drafter	\$ <u>45.00</u> hr.
Inspector	\$ <u>123.00</u> hr.
Design	\$ <u>80.00</u> hr.
Engineering Technician	\$ <u>80.00</u> hr.
Clerical	\$ <u>50.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

As negotiated

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Hanson Professional Services Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$180.00 hr.
Project Manager (Responsible Professional):	\$165.00 hr.
Registered Professional Engineer	\$145.00 hr.
Engineer	\$125.00 hr.
Inspector	\$100.00 hr.
Engineering Technician	\$84.00 hr.
Clerical	\$58.00 hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors 0%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Clary & Associates, Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>190.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>165.00</u> hr.
Registered Professional Engineer	\$ _____ hr.
Engineer	\$ _____ hr.
Inspector	\$ _____ hr.
Engineering Technician	\$ _____ hr.
Clerical	\$ <u>55.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

3 Man Field Crew \$155.00/hour

Cadd Technician \$95.00/hour

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 – Price Sheet

NAME OF CONSULTANT Environmental Services, Inc.

Proposal Number CDB-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>200.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>110.00</u> hr.
Senior Scientist	\$ <u>75.00</u> hr.
Project Scientist	\$ <u>60.00</u> hr.
Environmental Technician	\$ <u>50.00</u> hr.
CAD/GIS Analyst	\$ <u>80.00</u> hr.
Clerical	\$ <u>70.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

CAD/GIS Usage	\$30.00/hr.	Aerial Photography	\$50	0-15 acres
GPS	\$50.00/day		\$100	16-50 acres
ATV Usage	\$50.00/day		\$200	51-100 acres
Boat Usage	\$100.00/day		\$300	101-999 acres
All Subcontracted Services	Cost + 15%		\$500	1000+ acres

4. Estimated percentage of total fee to be performed by sub-contractors 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 -- Price Sheet

NAME OF CONSULTANT Haddad Engineering, Inc.

Proposal Number CDB-0008-16. Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>180.00</u> hr.
Project Manager (Responsible Professional):	\$ <u>180.00</u> hr.
Registered Professional Engineer	\$ <u>117.00</u> hr.
Engineer	\$ <u>90.00</u> hr.
Inspector	\$ <u>90.00</u> hr.
Engineering Technician	\$ <u>65.00</u> hr.
Clerical	\$ <u>54.00</u> hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Form 6 - Price Sheet

NAME OF CONSULTANT CSI Geo, Inc

Proposal Number CDH-0008-16, Design-Build Services for Active and Passive (Park) Projects

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ <u>191.10</u> hr.
Project Manager (Responsible Professional):	\$ <u>151.47</u> hr.
Registered Professional Engineer	\$ <u>141.48</u> hr.
Engineer	\$ <u>109.45</u> hr.
Inspector	\$ <u>86.66</u> hr.
Engineering Technician	\$ <u>71.50</u> hr.
Clerical	\$ <u>45.76</u> hr.

3. Other Direct Project Costs per Unit (please specify)

Please see CSI Geo Published Fee Schedule

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Exhibit "B"

Project Specific Contract Amendment Form

[INSERT NUMBER] AMENDMENT TO
DESIGN-BUILD CONTRACT

THIS _____ **AMENDMENT TO DESIGN-BUILD CONTRACT** ("*Amendment*") is entered into and effective the day of _____, 20____, between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Owner"), and _____ ("Design-Builder").

BACKGROUND FACTS

A. Owner and Design-Builder entered into that certain Design-Build Contract dated _____ for Design-Builder to perform the Services as more particularly described in CDB-0006-16 Request For Qualifications issued by Owner (the "*Contract*"); and

B. Owner and Design-Builder desire to amend the Contract to incorporate the Specific Project terms negotiated by the parties as set forth herein.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Contract as follows:

13. 1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and incorporated herein by this reference.

A. Maximum Indebtedness.

14. Owner's maximum indebtedness under the Contract is an amount not to exceed (\$ _____ .00) ("Maximum Indebtedness). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

5. **Scheduled Substantial Completion Date.** In accordance with Section 7.B of the Contract, the Scheduled Substantial Completion Date for the Specific Project as agreed upon by the parties is _____ (_____) days following the date of Owner's issuance of the Notice to Proceed for the Specific Project.

6. **Guaranteed Maximum Price.** In accordance with Section 10 of the Contract, the Guaranteed Maximum Price for the Specific Project as agreed upon by the parties is \$ _____.

7. **Guaranteed Completion Date.** In accordance with Section 7.B of the Contract, the Guaranteed Completion Date for the Specific Project as agreed upon by the parties is _____ (_____) days following the Scheduled Substantial Completion Date for the Specific Project.

8. **Liquidated Damages.** In accordance with Section 7.D of the Contract, the liquidated damages for each day that Substantial Completion extends beyond the LD Date for the Specific Project as agreed upon by the parties is \$ _____.

9. **Designated Representatives.** In accordance with Section 13 of the Contract, Owner's Representative for the Specific Project shall be (insert name, address, and phone/fax number):

In accordance with Section 13 of the Contract, Design-Builder's Representative for the Specific Project shall be (insert name, address, and phone/fax number):

15.

16. 10. Authority. Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment, and Design-Builder and the person(s) signing this Amendment on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Amendment on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

11. **Effectiveness; Ratification of the Agreement.** The Effective Date shall be the latter date that either Owner or Design-Builder executes this Amendment. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

17. 12. Entire Agreement. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

18. 13. Counterpart Execution. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page was intentionally left blank by the parties.]

EXHIBIT A – SPECIFIC PROJECT DESCRIPTION/WORK

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

FOR OWNER:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

Attest:

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

In compliance with the *Ordinance Code* of the Owner of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and provision has been made for the payment of the monies provided therein to be paid from the following account:

Director of Finance
CITY Contract Number: _____

Form Approval:

By: _____
Office of General Counsel

FOR DESIGN-BUILDER:

Attest:

By: _____
Corporate Secretary

By: _____
Name: _____
Its: _____

As Witnessed:

By: _____

Form 6 – Price Sheet
DO NOT SUBMIT WITH YOUR PROPOSAL

NAME OF CONSULTANT _____

Proposal Number _____

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$ _____ hr.
Project Manager (Responsible Professional):	\$ _____ hr.
Registered Professional Engineer	\$ _____ hr.
Senior Inspector	\$ _____ hr.
Inspector	\$ _____ hr.
Engineering Technician	\$ _____ hr.
Clerical	\$ _____ hr.

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors _____ %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

ATTACHMENT 8

Contract Provisions for Department of Transportation (DOT) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

14. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot

program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

15. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

16. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

17. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TRANSPORTATION-SPECIFIC

18. DOT Regulations

Recipients shall comply with the following regulations: 2 CFR 1200-1201, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.

19. Retention and Access Requirements for Records

Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.

20. Energy Efficiency Policies

Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. Drug-Free Workplace

The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

22. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

23. Payments to Subcontractors

The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.

FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC

24. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards

Recipients shall comply with FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards available at https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm, and incorporated by reference.

25. Contract Provisions

If the Project meets the definition of a "Federal Aid Construction Project," Form FHWA-1273 Required Contract Provisions, available at <https://www.fhwa.dot.gov/construction/cqit/form1273.cfm> and incorporated by reference, must be physically incorporated into each contract and subcontract.

RECREATIONAL TRAILS PROGRAM-SPECIFIC

26. Recreational Trails Program Guidance

Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm, and incorporated by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit F: APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

49 CFR 26.13 - What assurances must recipients and contractors make?

- [eCFR](#)
- [Authorities \(U.S. Code\)](#)
- [What Cites Me](#)

[prev](#) | [next](#)

§ 26.13 What assurances must [recipients](#) and [contractors](#) make?

(a) Each financial assistance agreement you sign with a DOT [operating administration](#) (or a primary recipient) must include the following assurance: The [recipient](#) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any [DOT-assisted contract](#) or in the administration of its DBE [program](#) or the requirements [49 CFR part 26](#). The [recipient](#) shall take all necessary and reasonable steps under [49 CFR part 26](#) to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The [recipient's](#) DBE [program](#), as required by [49 CFR part 26](#) and as approved by DOT, is incorporated by reference in this agreement. Implementation of this [program](#) is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [recipient](#) of its failure to carry out its approved [program](#), the Department may impose sanctions as provided for under [49 CFR part 26](#) and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](#) and/or the [Program](#) Fraud Civil Remedies Act of 1986 ([31 U.S.C. 3801](#) et seq.).

(b) Each [contract](#) you sign with a [contractor](#) (and each subcontract the prime [contractor](#) signs with a subcontractor) must include the following assurance: The [contractor](#), sub [recipient](#) or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this [contract](#). The [contractor](#) shall carry out applicable requirements of [49 CFR part 26](#) in the award and administration of DOT-assisted [contracts](#). Failure by the [contractor](#) to carry out these requirements is a material breach of this [contract](#), which may result in the termination of this [contract](#) or such other remedy as the [recipient](#) deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the [contractor](#) from future bidding as non-responsible.

[[79 FR 59593](#), Oct. 2, 2014]

REQUEST FOR PAYMENT

From: Acon Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

To: City of Neptune Beach
116 First Street
Neptune Beach, FL 3226-6140

Invoice: 20014001
Draw: DR #00001
Invoice date: 1/8/2021
Period ending date: 12/31/2020

Contract For:

Request for payment:

Original contract amount	\$279,379.98
Approved changes	\$0.00
Revised contract amount	
Contract completed to date	
Add-ons to date	\$0.00
Taxes to date	\$0.00
Less retainage	\$3,656.55
Total completed less retainage	\$279,379.98
Less previous requests	\$0.00
Current request for payment	\$73,130.78
Current billing	
Current additional charges	\$0.00
Current tax	\$0.00
Less current retainage	\$3,656.55
Current amount due	\$69,474.23
Remaining contract to bill	\$209,905.75

Project: J20-014
J20-014 Jarboe Park Site

Contract date:

Architect:

Scope:

APPROVED
ACCT# 301-1772-572-60-65
DEPT. HEAD [Signature]
FINANCE DIR. [Signature]
CITY MANAGER [Signature]

CHANGE ORDER SUMMARY	
Changes approved in previous months by Owner	
Total approved this Month	
TOTALS	
NET CHANGES by Change Order	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the City of Neptune Beach relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Acon Construction Co., Inc.

State Of Florida

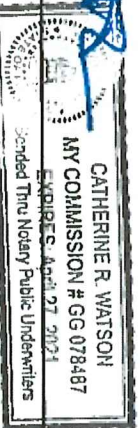
County Of Duval

By: [Signature]

Subscribed and sworn to before me this 8th day of Jan, 2021

Date: 1-8-21

Notary Public
My commission expires: [Signature]



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: _____

By: _____

Date: _____

ACCOM C 001

REQUEST FOR PAYMENT DETAIL

Project: J20-014 / J20-014 Jarboe Park Site

Invoice: 20014001

Draw: DR #00001

Period Ending Date: 12/31/2020 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
00-000.00	Project Mgr	1,650.00		825.00		825.00	50.00	825.00	41.25
01-001.01	Supervision	1,800.00						1,800.00	
01-001.02	Administration	1,125.00		562.50		562.50	50.00	562.50	28.13
01-001.03	Site Work	171,490.00		25,723.50		25,723.50	15.00	145,766.50	1,286.18
01-001.04	Gator Bridge Installed	74,500.00		37,250.00		37,250.00	50.00	37,250.00	1,862.50
01-001.05	Contract Bond	3,758.48		3,758.48		3,758.48	100.00		187.92
01-001.06	DB Fee	25,056.50		5,011.30		5,011.30	20.00	20,045.20	250.57

Totals		279,379.98		73,130.78		73,130.78	26.18	206,249.20	3,656.55
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**WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon Receipt by the undersigned of a check from CITY OF NEPTUNE BEACH
in the sum of \$69,474.23 payable to ACON CONSTRUCTION CO., INC.

(Amt of Check)

(Payee of Check)

and when the check has been endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice, or bond right of the undersigned, all subcontractor's all suppliers of materials and equipment, and all performers of Work (labor or services) performed for the undersigned in the job of

JARBOE PARK SITE located at
(Project Name)

1408 5TH STREET, NEPTUNE BEACH, FL 32266
(Project Address)

to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished by the payee, payees, subcontractors, suppliers of materials and equipment, and all performers of Work (labor or services) performed for the payee or payee to ACON CONSTRUCTION CO., INC.
through 12-31-2021 only and does not cover any retention or items
(Date)

Furnished after date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 1-8-2021

Payee ACON CONSTRUCTION CO., INC.

By [Signature]

Printed Frank Anderson

County of Duval

State of Florida

Acknowledged before me this 8th day of January 20 21

My Commission Expires April 27, 2021



[Signature]
Notary Public



605 Molly Lane, Suite 150
Woodstock, GA 30189
770-933-8166 Fax 770-933-8363

SALES QUOTATION & ORDER FORM

**DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail**

PAGE: Page 1 of 3
QUOTE NUMBER: 100294
QUOTE DATE: 10/2/2020
PO# OR JOB NAME:
CUSTOMER: Acon Construction Co, Inc

See pg 3 for Deposits

Bill To: Acon Construction Co, Inc
3653 Regent Blvd Suite 401
Jacksonville, FL 32224

Ship To: Jarboe Park
Neptune Beach, FL 32266

CONTACT NAME: --
OFFICE PHONE: 904-565-9060

FAX NO.:
CELL PHONE: () -
PAGER:

CUSTOMER NO.	SALESPERSON NAME	Terms:	TERMS STRICTLY ENFORCED			
39210	Matthew (Matt) Kress	Pre-Pay	1 1/2% DELINQUENCY CHARGES			
Taxing Authority		Tax Exempt No:				
QTY ORDERED	ITEM	Tax	Type	UM	UNIT PRICE	EXTENDED PRICE
1	Bridge - CASCADE Included (all items not specifically listed are excluded): - Cascade Truss, Mill Finish Aluminum - 10'-0" inside clearance - 58'-0" out-to-out length - Composite Wood Deck - Premium - 42" Combination Rail - Top Chord Composite Cladding - Premium - (4) UHMW bearing pads & base plates - Shop drawings and calculations stamped by FL PE Specific Exclusions: Customer is responsible for unloading and installing bridge. Customer responsible for designing, providing, and installing foundations and anchor bolts. Design Assumptions: - AASHTO LRFD Design Criteria - 90 psf pedestrian live load - 123 mph wind (ASCE 7-05) - Flood/snow/seismic loads not considered - No turns, elevation change or camber	Y	CUS	EA	65,119.00	\$65,119.00
1	Freight & Handling	Y	INV	EA	750.00	\$750.00
Shipping Instructions:		Standard lead time is 90 days from acceptance and entry of order by CMI or final drawings approval. (Above lead time is for initial shipment)			Subtotal	\$65,869.00
					Sales Tax	4028 0.00
					Total	\$65,869.00 \$69,897.00



GatorDock & Marine



Mantle Industries



605 Molly Lane, Suite 150
Woodstock, GA 30189
770-933-8166 Fax 770-933-8363

SALES QUOTATION & ORDER FORM

**DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail**

PAGE: Page 2 of 3
QUOTE NUMBER: 100294
QUOTE DATE: 10/2/2020
PO# OR JOB NAME:
CUSTOMER: Acon Construction Co, Inc

Buyer is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller is not responsible for the installation of the product and is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller provided Shop drawings of custom products are for fabrication approval only.

Seller complies with State and Federal material supply notification requirements on Projects.
Sales Tax Exemption Certificates must be provided at the time of order if applicable.
Attached Terms and Conditions of Sale are an integral part of this Sales Quotation and Order Form

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI in Atlanta.

X

Authorized Customer Signature

Date

Customer PO#

Sales Manager Signature

Date



GatorDock & Marine



Mantle Industries



605 Molly Lane, Suite 150
Woodstock, GA 30189
770-933-8166 Fax 770-933-8363

SALES QUOTATION & ORDER FORM

DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail

PAGE: Page 3 of 3
QUOTE NUMBER: 100294
QUOTE DATE: 10/2/2020
PO# OR JOB NAME:
CUSTOMER: Acon Construction Co, Inc

TERMS and CONDITIONS of SALE

Product Design: Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and managers.

- 1. Quoted Prices:** are valid for 30 Days unless specifically extended in writing by Seller.
- 2. Change Requests :** must be in writing and acknowledged by the Seller. Additional charges may apply.
- 3. Drawings:** Product design drawings will be provided for final customer approval. Customer signature is required in order to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.
- 4. Sales Taxes:** for States other than AL, CA, CO, FL, GA, IL, KY, LA, MD, MI, MS, NC, NE, NJ, NY, OH, OK, PA, SC, TN, TX, VA and WA are the Buyer's sole responsibility to file and pay to appropriate agencies.
- 5. Tax Exempt Projects:** An EXEMPTION CERTIFICATE is required at the time of order.
- 6. Shipping Charges:** Seller will select method of shipment and routing unless specified by Buyer. Freight charges quoted are exclusive of any special access fees or costs or any unloading costs unless specifically noted on the quotation. Buyer will be billed for any additional charges.
- 7. Freight Claims:** Buyer is responsible for the unloading and inspecting all products and materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier.
- 8. Credit Card Payments:** A 3% fee will be added when payment is made by credit card.
- 9. Late Payment Charges:** Late payments are subject to a 1.5% per month delinquency charge.
- 10. Purchase Orders:** Any Buyer Terms or Conditions must be submitted for Seller approval.
- 11. Cancelled Orders:** Cancellation Charges will be based on all costs incurred by Seller.
- 13. Storage Charges :** Charges will apply on Orders held up by the customer from shipment.
- 14. Applicable Law:** This transaction shall be governed by the laws of the State of Georgia.

Deposits / Progress Payment for ALL custom fabricated structures

- 20% Deposit Required to begin design process.
- 40% Progress Payment Required to commence fabrication
- 40% Prior to shipment (unless credit has been approved prior to order placement)

*\$69,890
x 40%
\$27,956*

→ This covers billing to get designed and fabric

[Signature]

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

All Terms, Conditions and Information contained in Proposals and Submittal Packages and on Drawings are hereby incorporated as an integral part of this quotation

Acceptance: I agree to the above terms and conditions of this contract and the prices stated herein.



GatorDock & Marine



Mantle Industries

Construction Underwriters, Inc.

4168 Southpoint Pkwy – Ste 305
Jacksonville, FL 32216
Tel(904)296-3331 Fax(904)296-1314
Surety Division

RECEIVED
JAN 08 2021
ACON Construction C

----- INVOICE -----

Acon Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

Invoice Date 01/04/21
Invoice No. 46758
Bill-To Code ACONCONST2
Client Code ACONCONST2
Inv Order No. 1*44244

Named Insured: Acon Construction Co., Inc.

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Construction Underwriters, Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
11/16/20	11/16/20 to 11/16/21	C.N.A. Surety Policy No. 30114987 *New - Payment & Performance Bon Jarboe Park Phase II Recreational Trails Project for the City of Neptune Beach P: \$279,379.98 F-49 Invoice Number: 46758 Amount Due:	4,023.00 4,023.00

J20-014
01-910
O
\$ 4,023.00
Jarboe Bonds

*Premiums Due and Payable on Effective Date



SALES PROPOSAL

KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Date 12/04/20

Expiration Date

Proposal No. SP80247

Project Jarboe Park Playground

Ship to State/Zip FL 32266

Customer Service Representative Elizabeth Lansing

Sales Representative Stacy Moseley

Payment Terms NET 30

Site Location: 510038

Jarboe Park Playground

301 Florida Blvd

Neptune Beach, FL 32266

United States

Invoice-to: 510038

City of Neptune Beach

116 1st Street

Neptune Beach, FL

32266

United States

Stefen Wynn

Ship-to:

Jarboe Park Playground

301 Florida Blvd

Neptune Beach, FL 32266

United States

Colin Moore

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
USC Partners Contract #2017001135						
2-5 Area						
1	M18703-12P	OCEAN MULTI SEESAW,IG Grey/Ultra Marine, IG	5,420.00	5,420.00	12.70	4,731.66
1	PCE205600-CUSTO	PCE205600 CUSTOM VARIANT 20083893 Maker 6'8"	35,720.00	35,720.00	12.70	31,183.56
1	KSW922-CUSTOM	KSW922 CUSTOM VARIANT 20082177 Single Bay, 2 Infant, Anthracite,IG	2,690.00	2,690.00	12.70	2,348.37
1	ELE400158-3517F	JUNIOR SPICA, Yellow,IG	1,450.00	1,450.00	12.70	1,265.85
1	M21101-3417P	AGE APPROPRIATE SIGN,IG 2-5 Years, IG 60 cm	440.00	440.00	12.70	384.12
5-12 Area						
1	EDGE-CUSTOM	EDGE-CUSTOM 5901272	41,220.00	41,220.00	12.70	35,985.06
1	LE423600-3418F	BENCH,YELLOW	350.00	350.00	12.70	305.55
1	COR863002-0402	EXPLORER DOME, Blue,IG	65,660.00	65,660.00	12.70	57,321.18
1	GXY960010-3717	SUPERNOVA - NIGHT SKY BLUE,IG	7,930.00	7,930.00	12.70	6,922.89
1	KSW926-CUSTOM	KSW926 CUSTOM VARIANT 2010826 3 Bay, 1 Lime Basket, 3 Belt, 1 ADA Seat	6,520.00	6,520.00	12.70	5,691.96

Continued on page 2.....

146,140.20

Continued from page 1						146,140.20
		Galvanized,IG				
1	S67855	Made-For-Me Seat, 8' beam	789.00	789.00	5.00	749.55
		ADA Sea (5-12)Yellow/SS Chains				
1	ELE400024-3717LG	SPINNER BOWL, Lime Green,IG	1,210.00	1,210.00	12.70	1,056.33
1	ELE400024-3717F	SPINNER BOWL, Yellow,IG	1,210.00	1,210.00	12.70	1,056.33
1	GXY801421-3417	SPICA 1,IG	1,940.00	1,940.00	12.70	1,693.62
1	M21102-3417P	AGE APPROPRIATE SIGN, IG	440.00	440.00	12.70	384.12
		5-12 Years, IG 60 cm				
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	11,417.77	11,417.77		11,417.77
1	CUSTOMINSTALL	Installation of Kompan Equipment	45,360.00	45,360.00	5.00	43,092.00
8,388	TFG-FL-14-01	EWFF&FF/CFH 14'/12'"comp.	1.49	12,517.50	10.00	11,265.75
1	FRT-OTHER	Freight for EWF/FF	2,267.00	2,267.00		2,267.00
419	CUSTOMINSTALL	Install of EWF/FF by Cubic Yard	18.46	7,734.74	5.00	7,348.00
1	SA-CUSTOM	Supply and Install (1) Triangle Sail Shade with (3) Galvanized Steel Posts and Frame for Play Area 2-5	21,353.85	21,353.85	5.00	20,286.16
1	SA-CUSTOM	Supply and Install (4) Triangle Sail Shades with (9) Galvanized Steel Posts and Frame for Play area 5-12	44,100.00	44,100.00	5.00	41,895.00
Client will pay difference between this new SP80247 and original SP68212 (City of Neptune Beach, FL Purchase Order 6494)						
New SP80247 Total: \$288,651.83						
Original SP68212 Total: \$232,801.05						
Difference owed: \$55,850.78						
Total						288,651.83

Comments:

Please read attached General Assumptions and Exclusion document for information on install/sitework.

Please allow 9-11 weeks for product delivery upon order placement.

Quote as per 2D site plans excluding the following discrepancies:

2-5 2D dated 051320 L1.0 -- Changed Ocean Seasaw to M18703-12P (new number). KSW922 swing changed to variant 20082177

5-12 2D dated 051320 L2.0 -- (2) PAR4070 Agora Picninc Tables and 256 SF area of EWF are not included in quote.

KSW926 swing changed to variant 20101826.

5-12 Shade Quote Pending Kompan approved site plan.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	172,200.00	21,869.40	150,330.60
Subtotal - Other Products	66,242.85	3,312.14	62,930.71
Subtotal - Surfacing	12,517.50	1,251.75	11,265.75
Subtotal - Installation & Other Services	53,094.74	2,654.74	50,440.00
Subtotal - Freight	13,684.77	0.00	13,684.77
Subtotal	317,739.86	29,088.03	288,651.83

Estimated Tax Rate

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

0.00

Total**288,651.83**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.

This proposal may be withdrawn if not accepted by 01/23/21.


KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature):

Accepted By (please print):

Date:


Stefanynn
12/14/2020