

**FIRST AMENDMENT TO DESIGN-BUILD SERVICES CONTRACT  
Nassau Crossing Park Splash Pad**

**THIS FIRST AMENDMENT TO DESIGN-BUILD SERVICES CONTRACT** (“*Amendment*”) is made and entered into this 19<sup>th</sup> day of February, 2025 (the “*Effective Date*”), by and between the Nassau County Board of County Commissioners (the “*Owner*” or “*County*”), and ACON Construction Co., Inc. (“*Design-Builder*”).

**BACKGROUND FACTS**

**A.** Owner and Design-Builder entered into that certain Design-Build Services Contract dated July 23, 2024 for Design-Builder to perform the services for the Project as more particularly described in NC24-009-RFP-Request for Proposals for Design/Build Services for Splash Pad at Nassau Crossing Park issued by Owner (the “*Contract*”); and

**B.** Owner and Design-Builder desire to amend the Contract to incorporate the following 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:

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

**2. Capitalized Terms.** Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Contract.

**3. Project Description.** The purpose of this Amendment is to amend the Project Work as described more particularly in Exhibit A attached hereto.

**4. Amendment to Section 9.A of the Contract.** Section 9.A of the Contract is amended to increase the Maximum Indebtedness under the Contract, and Section 9.A. shall read as follows:

**A. Maximum Indebtedness.**

Owner’s maximum indebtedness under the Contract is an amount not to exceed, Six Hundred Sixteen Thousand, Two Hundred Sixty-Eight Dollars and 25/100 (\$616,268.25) (“Maximum Indebtedness”). The Maximum Indebtedness amount may be increased via an Amendment to the Design Building Contract pursuant to the terms of Section 8 hereinabove.

**5. Scheduled Substantial Completion Date.** In accordance with Section 7.B

of the Contract, the Scheduled Substantial Completion Date for the Project as agreed upon by the parties is one hundred and fifty (150) days following the date the Design-Builder receives its permits for the Project.

6. **Guaranteed Maximum Price.** In accordance with Section 10 of the Contract, the Guaranteed Maximum Price for the Project as agreed upon by the parties is Six Hundred Sixteen Thousand, Two Hundred Sixty-Eight Dollars and 25/100 (\$616,268.25).

7. **Guaranteed Completion Date.** In accordance with Section 7.B of the Contract, the Guaranteed Completion Date for the Project as agreed upon by the parties is fifteen (15) days following the Scheduled Substantial Completion Date for the 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 Project as agreed upon by the parties is \$1,000.00.

9. **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.

10. **Effectiveness; Ratification of the Contract.** 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.

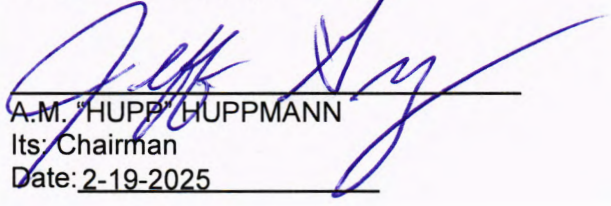
11. **Entire Agreement.** This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the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

12. **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.

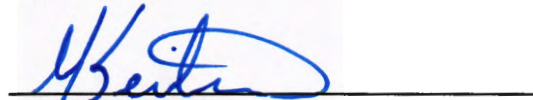
*[The remainder of this page was intentionally left blank by the parties.]*

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

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
A.M. HUPP HUPPMANN  
Its: Chairman  
Date: 2-19-2025

Attest as to Chair's  
Signature:

  
MITCH L. KEITER  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

Denise C. May, Esq., BCS  
Denise C. May

**ACON Construction Co., Inc.**

Frank Anderson  
By: Frank Anderson  
Its: VP Operations  
Address: 3653 Regent Blvd. Suite 401  
Jacksonville, FL 32224  
Date: 1/31/2025

# ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼▲▼

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

Dec 26, 2024

Nassau Board of County Commissioners

Attention: Procurement (Lanaee M. Gilmore [lgilmore@nassaucountyfl.com](mailto:lgilmore@nassaucountyfl.com))  
Parks (Jay W. Robertson [jrobertson@nassaucountyfl.com](mailto:jrobertson@nassaucountyfl.com))

Reference: Nassau Crossing Splash Pad Final Design and Construction  
NC24-009-RCP

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

The scope of this project is to provide the final design based on the design provided in previous phase. Also included is the construction of the Splash Pad as designed in previous phase. A limited contingency of \$15,000.00 is included in this proposal per base contract to be used by Design Builder as warranted. Price includes Freeport Alternates to add pavers at walkway perimeter and "Spray Hoop" vertical fountain features. At the direction of the county, a shade structure needed over the pad equipment will be provided and installed by the county.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is \$553,558.35.

The Guaranteed Completion Date (GCD) will be 150 days from date of approved permit.

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

Sincerely,



Frank Anderson  
Construction Manager

**ACON Construction Company**  
**NC24-009-RFP**

**Nassau Crossing Splash Pad Final**  
**Design & Construction**

**DATE: 12/26/24**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	60	\$110.00	\$6,600.00
	Civil Design Completion	LS	1	\$14,928.00	\$14,928.00
	Administration	Hrs	20	\$75.00	\$1,500.00
	Freeport Fountain Design & Construction	LS	1	\$428,535.00	\$428,535.00
	Water Service and Drainage	LS	1	\$15,000.00	\$15,000.00
	Electrical Service	LS	1	\$18,375.00	\$18,375.00
	Shade Structure by Owner	LS	1	\$0.00	\$0.00
	Greneral Conditions	LS	1	\$15,000.00	\$15,000.00
	ACON Limited Contingency (Budget Constrained)	LS	1	\$15,000.00	\$15,000.00
	<b>Subtotal</b>			\$507,023.00	<b>\$514,938.00</b>
	DB Fee 7.5%	LS	1	\$514,938.00	\$38,620.35

				<b>TOTAL</b>	<b>\$553,558.35</b>
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September 18, 2024

*Reviewed  
12/26/24**\$ 14,928<sup>00</sup>*

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

**RE: Scope and Fee: Nassau Crossing Park Splash Pad – 100% Engineering Plans**

Dear Mr. Anderson:

Hanson Professional Services (Hanson) is pleased to submit a proposal to ACON Construction Co., Inc. for 100% design services for a proposed splash pad to be constructed at the existing Nassau Crossing Park, located at 77500 William Burgess Boulevard in Yulee, Florida. Hanson understands that Nassau County Parks and Recreation wishes to construct a new splash pad of approximately 2,500 square feet of wetted area along with perimeter sidewalk and fencing, filtration equipment, and backwash discharge routing to existing utilities. Splash pad services are to be provided by others. 100% civil plans will be based on approved 60% plans that Hanson previously provided.

The following is a list of anticipated efforts for these professional services:

#### **BASIC SERVICES**

##### 100% Civil Design

- Geometry Layout Final Design
- Grading & Drainage Final Design
- Design of Filtration Backwash Routing to Existing Utilities
- Team Coordination with Nassau County, Acon and Splash Pad Provider
- Site Visits/team meetings (2)
- Deliverables Include 100% Construction Documents:
  - Coversheet
  - General Notes
  - Nassau County Notes
  - Existing Conditions & Demolition Plan
  - Site Geometry Plan
  - Grading & Drainage Plan
  - Utility Plan
  - Details Sheet
  - Erosion Control Details Sheet

#### **PERMITTING SERVICES**

- Plan Submittal to Nassau County Parks & Recreation
- Site Engineering Plan (SEP) Submittal to Nassau County DRC

### CONSTRUCTION ASSISTANCE SERVICES

- Review of site related shop drawings
- Responses to Requests for Information (RFI)
- Clarification of Design Intentions
- Site Inspections, limited to a maximum of 2
- Final Inspection and Punchlist Development

A summary of total fees for Basic Services are as follows:

100% Design Development	\$3,185.62
Permitting Services	\$3,766.03
Project Submittals	\$2,483.78
Post Design – Construction Assistance	\$2,244.23
Expenses	\$3,248.34
<b>Hanson Total:</b>	<b>\$14,928.00</b>

This proposal does not include modifications to the approved Nassau County Preliminary Binding Site Plan, landscaping, environmental services, lighting design, electrical design, splash pad or filtration equipment design, structural design, survey, as-built drawings, geotechnical, variances or modifications associated with the nearby restroom building, lift station analysis or modification, utility, building, or Health Department permitting.

We are looking forward to working with Nassau County and ACON Construction Inc. on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,



Dustin Hampton, PE, CFM  
Associate Project Manager

\$ 428,535<sup>00</sup>

# FREEPORT FOUNTAINS

December 24, 2024

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

Re: Nassau Crossing Park

Dear Mr. Anderson,

We are pleased to offer our proposal on the Interactive Fountain for the Nassau Crossing Park project. This proposal is based on 90% drawings dated September 27, 2024. Our proposed scope of work includes:

- Furnishing and installing the mechanical and electrical fountain equipment.
- Furnishing and installing an underground collector tank.
- Furnishing and installing a concrete fountain equipment yard complete with recirculating pumps, controller, valve manifold, water treatment and filtration systems. The fountain equipment yard will be located within twenty-five feet of the fountain.
- Furnishing and installing recirculating piping between the collector tank, equipment yard and the fountain.
- Furnishing and installing wire and conduit between the fountain control panel and the electrical fountain equipment. The fountain control panel will be located in the fountain equipment yard.
- Furnishing and installing a rinse shower and rules sign.
- Constructing a 3,050 square foot, poured in place concrete fountain deck and wet deck. Fountain decks will be constructed of natural gray concrete with a light broom finish.
- Furnishing and installing a four foot high aluminum fence around the fountain decks. The fence will be similar to the existing fence, not including the decorative rings.
- Furnishing and installing a six foot high wooden fence around the fountain equipment yard.
- Layout of work from center points, x/y axis lines and benchmark elevations provided by others.
- Providing equipment submittals and shop drawings.
- Start up and adjustment of the mechanical and electrical splash pad systems.
- Providing operation and maintenance manuals (three copies) and a walk-through on maintenance procedures for maintenance personnel.
- Providing a one-year equipment and workmanship warranty.
- Applicable taxes.



Nassau Crossing Park  
December 24, 2024  
Page Two

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

- A 1 ½" makeup water line (with backflow protection as necessary) provided and hooked up to the fountain fill line stubbed five feet from the equipment yard is excluded.
- Connection and continuation of drain lines to an appropriate sewer are excluded.
- **The shelter over the splash pad equipment yard is excluded.**
- Grading at the splash pad pool to within one tenth of a foot at the elevation of the bottom of the floor slab is excluded.
- Import or export of fill is excluded.
- Demolition, cutting, coring, or sleeving of existing concrete or other obstructions is excluded.
- The location and removal or rerouting of existing utilities or other obstructions before Freeport begins work is excluded.
- Dewatering, sheet piling or shoring (if necessary) is excluded.
- Cost of permits and bonds are excluded. Payment and performance bonds are available at 1.5% additional bond fee.

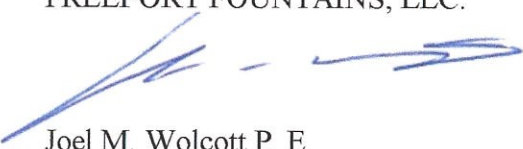
Our price to perform the above is **\$399,321.00**. Terms for this proposal are 25% deposit, remainder net 30 based on monthly draws. This proposal is good for 90 days.

**Add Alternate #1:** to construct the wet deck from 4"x8" charcoal or natural gray brick pavers add **\$13,500.00** to the above.

**Add Alternate #2:** to add two 79" high by 94" wide spray hoops with a metallic finish to the Interactive Fountain add **\$15,714.00** to the above.

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

Sincerely,  
FREEPORT FOUNTAINS, LLC.



Joel M. Wolcott P. E.  
Vice President

JB Underground, Inc.  
17610 Draggle Ln.  
Hilliard, FL 32046 US  
jbu@windstream.net

# Estimate



**ADDRESS**

ACON CONSTRUCTION CO., INC.  
3653 Regent Blvd.  
Suite 401  
Jacksonville, FL 32224

**SHIP TO**

ACON CONSTRUCTION CO., INC.  
3653 Regent Blvd.  
Suite 401  
Jacksonville, FL 32224

**ESTIMATE #**

1108

**DATE**

09/20/2024

*Revised  
12/26/24*

**DESCRIPTION**

**QTY**

**RATE**

**AMOUNT**

Waterline at Splash Pad - Nassau County

Splash pad water service extension

1 15,000.00

15,000.00

Exclusions: JEA permits & fees

Disclaimer:

This estimate is based on information provided at the time of request. Please note that pricing is subject to change based on factors such as changes in project scope, additional services, requested, or unforeseen circumstances. Any significant changes will be communicated, and a revised estimate will be provided for approval.

TOTAL

**\$15,000.00**

Exclusions: JEA permits & fees

Accepted By

Accepted Date

*Review 1/26/14*  
**PROPOSAL**

DATE: 16-Sep-24  
CONTRACTOR: ACON CONSTRUCTION  
ADDRESS:  
CITY, STATE, ZIP  
JOB ADDRESS:  
LOT:  
JOB NAME: NASSAU CROSSING SPLASH PAD  
PHONE:

MUNSON AND BRYAN ELECTRIC  
3434 ST. AUGUSTINE RD.  
JACKSONVILLE, FL. 32207  
(904)-396-6689

QTY.	DESCRIPTION
	<b>ELECTRICAL SCOPE</b>
(1)	100AMP METER
(1)	100AMP PANEL
(1)	CONCRETE PEDISTAL WITH STRUT RACK
(150)	L.F. 100AMP SGL PHASE FEEDER
(150)	L.F. DIRECTION BORING
(1)	CONNECT D.B. CONDUIT TO XFORMER
(1)	PERMIT
(1)	ELECTRICAL PLAN

- EXCLUSIONS**
- (1) SECURITY/CAMERA WIRING
  - (2) CONCEALED CONDITIONS
  - (3) TELEPHONE BACK BOARD
  - (4) CONCRETE CUT AND PATCH
  - (5) LANDSCAPE REPAIRS
  - (6) SPLASH PAD EQUIPMENT WIRING
  - (7) LIGHT FIXTURES

**NOTES:**

- (1)
- (2)
- (3)
- (4)
- (5)

We Propose hereby to furnish material, labor, tax, and inspection fee -- complete in accordance with the above specifications for the sum of  
**EIGHTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS** **\$18,375.00**

Payment to be made as follows :

**PROGRESS DRAWS**

All materials to be as specified. All work to be completed in a workmanlike manner a compliance with applicable regulations and codes. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owaer to carry fire, torando and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal by be withdrawn if not accepted within the following days: 30

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

You may cancel this contract within three days of execution by giving written notice by registered mail to the above address.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_