SUBJECT: **RFQ FOR DESIGN-BUILD SVCS FOR VERTICAL/ARCHITECTURAL PROJECTS**

BID # **CDB-0007-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **QUALIFICATIONS BASED**

NUMBER OF BIDS INVITED: - NUMBER RECEIVED: - OTHER: -

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Fire Station No. 73 Project was awarded to Auld & White Constructors, LLC, on 10/19/17 in the amount of $163,264.00; Change Order #1 was approved on 05/05/18 in the amount of $3,300,000.00; Change Order #2 was approved on 04/04/19 in the amount of $29,051.00; Change Order #3 was approved on 06/06/19 in the amount of $5,754.00.

Recommend approval of Change Order #4 to Auld & White Constructors, LLC, for the increase amount of $2,368.00 for the installation of the Fire Alarm Teleguard Dialer System and monitoring services, per "Exhibit D-5". Revised guaranteed maximum price will be $3,500,437.00. Total annual expenditure amount is currently at $18,000,000.00; total amount spent to date is $7,461,829.37.

Funding for this project to be executed by Amendment 2E for contract # 9182-03 and encumbered by account(s):
FRCP32EFS-069505-FR0051-01

Attachments: Recommendation Memo, Exhibit "D-5", Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering & Construction Mgmt. / Keith Powers, Interim Director of Fire and Rescue**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY. ONE JACKSONVILLE.

June 7, 2019

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Robin G. Smith, PE
Chief, Engineering & Construction Management

Keith Powers
Interim Director of Fire and Rescue

SUBJECT: CDB-0007-16 – Design-Build Services –Vertical/Architectural Projects – Fire Station No. 73 – AMENDMENT 2E

In accordance with Design/Build CDB-0007-16, Contract 9182-03, the subject project was awarded by Amendment 2A in the amount of $163,264.00 to provide 60% design of Fire Station #73. Amendment 2B in the amount of $3,300,000.00 was for the completion of 100% design, permits and construction of the Fire Station. Amendment 2C was to address changes to the scope as requested by Cecil Field Airport and conflicts encountered during construction in the amount of $29,051.00. Amendment 2D was for $5,754.00 modify the Fire Station Alerting System. Amendment 2E is for the installation of the Fire Alarm Teleguard Dialer System and monitoring services for same in the amount of $2,368.00, as indicated on the attached scope & fee summary, Exhibit D-5.

Accordingly, this is to recommend that Amendment 2A to Contract No #9182-03, originally executed November 22, 2017, between the City and Auld & White Constructors, LLC. for Design-Build Services- Vertical/Architectural Projects, be amended to incorporate the attached Scope and Fee Summary, Exhibit D-5 for Fire Station #73 to increase the maximum GMP by $2,368.00 to a new GMP of $3,500,437.00, known as Amendment 2E.

Total funding for this project should be encumbered by contract as follows:

ACCOUNT NO.	ENCUMBERED AMOUNT
FRCP32EFS-069505-FR0051-01	$2,368.00
TOTAL:	$2,368.00

RGS/lw

cc: Lori West, Engineering Contract Specialist, Engineering & Construction Management

Attachments

ab

EXHIBIT D-5

AULD WHITE CONSTRUCTORS, LLC
FIRE STATION NO 73 CECIL FIELD
CONTRACT # 9182 03

CHANGE ORDER NO 3

NBR	MASTER ITEM DESCRIPTION	QUANTITY	UOM	UNIT COST	NET ADDITION	NET DELETION	NET TOTALS
	NEW ITEMS -						
1	Fire Alarm Communicator	1.00	LS	$2 368 00	$2,368 00		

JUSTIFICATION: PCO 7 Includes installat on of the Fire Alarm Telguard Dialer System, a fire alarm communicator system. PCO 7 also includes monitoring services for one (1) year at Fire Station No 73 One year mon toring period began on May 13, 2019, date of substantial complet on Change Order No 3 adds zero (0) calendar days to contract time

NEW ITEMS SUBTOTAL	$2 368 00	$0 00	
NEW ITEMS NET TOTAL			**$2,368.00**
NET TOTAL CHANGE ORDER NO. 3			**$2,368.00**

EXHIBIT D-5

AULD & WHITE
CONSTRUCTORS · LLC

5/21/2019

Re: Fire Station No. 73 Cecil Field
AWC Project Number: 1600-

Mr. Daryl Weinstein
City of Jacksonville
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

Dear Mr. Weinstein:

Please accept this letter as our Proposed Change Order No. 7 for the following additional work:

Furnish all labor, material and equipment necessary to properly complete the installation of the Fire Alarm Telguard Dialer System with Fire Alarm Monitoring covered for one (1) year from May 13, 2019.

Notes:
1. AWC reserves the right to request additional time and money due to the cumulative effect of all pending changes.
2. This P.C.O. must be approved no later than Wednesday, May 29, 2019 to minimize any future delays to the project.

TOTAL AMOUNT OF THIS PROPOSED CHANGE NO. 7.....$2,368.00

Please indicate your approval and Owner's acceptance by signing in the space provided below and return one (1) copy for our files. Upon acceptance of same, we will prepare a Change Order for execution.

Sincerely,

James Durkin

James Durkin
Project Manager

c:

Attachments

ACCEPTED:

City of Jacksonville

BY: _____

DATE: _____

EXHIBIT D-5

Change Order Request

Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, FL 32216
Phone: 904-296-2555

Owner : City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

Project: 1600- Fire Station No. 73 Cecil Field
5845 Aviation Avenue
Jacksonville, FL 32221

Change Order Request # : 7 - Fire Alarm Communicator

Phase	Description	Cost Type	Est Units	Est HRs	UM	Est Unit Cost	Estimated Cost
16011	ELECTRICAL SUBCONTRACT	2 SUB	0.00	0.00	LS	0.00 S	2,159.00

Bond	0.90%	21.00
Builders Risk	0.58%	13.00
Labor Burden	53.00%	0.00
Misc Tools & Equipment	12.00%	0.00
Overhead and Profit	7.50%	164.00
Printing Costs	0.50%	11.00
Sales Tax	7.00%	0.00
	Total For Change Order	**$2,368.00**

Approved By: City of Jacksonville

Signed: _____

Date: _____

Submitted By: Auld & White Constructors, LLC

Signed: _____

Date: _____

ALLIGOOD
Alligood Electric Company, Inc.

Alligood Electric Company Inc. EC-1769
1835 East-West Parkway, Suite 8
Fleming Island, FL 32003

P: (904) 264-5511
F: (866) 610-1481
www.alligoodelectric.com

EXHIBIT D-5

May 1, 2019

James Durkin
Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

RE: Fire Station 73

Mr. Durkin.

We have prepared a cost breakdown for additional work on the above referenced project. Per your contract, this work will not proceed until a written change is received by our office. The scope, material, labor, and profit are broken down for your use and review. Please contact me if you believe we have misinterpreted the scope of work. The breakdown is as follows:

Scope of Work:
Provide and install Telguard Dialer with batteries and monitoring for one year.

Item	Amount
Material	$1,898.00
Labor	$65.00
OH & Profit	$196.30
Total	**$2,159.30**

Thank you for the opportunity to provide additional work for this project. We look forward to successfully completing the project with you.

Sincerely,

Keith Alligood, President

EXHIBIT D-5

1st year only.

PHONE: 904-737-3511 FAX: 904-737-8553

Office Locations: Jacksonville • Gainesville • Tallahassee • Orlando • Savannah • Charleston

STATE CERTIFIED ALARM CONTRACTORS FLORIDA # EF20000375 / GEORGIA # LVU405422 / SOUTH CAROLINA FAC13409,BAC13521
NORTH CAROLINA #29986-SP-FA/LV / ALABAMA PERMIT #A-0479

Website www.jscsystems.net

ALARM SYSTEM AGREEMENT FOR MONITORING

Date: 05/15/19

Subscriber:
City of Jacksonville
515 N Julia St
Jacksonville, Fl 32204

Monitored Property:
Fire Station 73
5845 Aviation Ave
Jacksonville, Fl 32221

Attn: Gary Daly
Phone: 904-630-0204
Fax:

JSC Systems, Inc., a Florida corporation ("Company") agrees to provide to Subscriber monitoring service for the alarm system ("Alarm System") owned by Subscriber on the terms and conditions expressly set forth below in this Alarm System Agreement for Monitoring (this "Agreement"):

1 Monitoring Services Company agrees to provide monitoring services (the "Monitoring Services") for Subscriber of the signals of the Alarm System at Subscriber's premises identified above (the "Premises") Subscriber acknowledges and agrees that the Monitoring Services may be provided by a subcontractor, such as by an Independent Monitoring Facility ("IMF"), selected by Company in its sole discretion Any monitoring fee charged by IMF shall be paid by Company. The term "Monitoring Services" shall also include all services provided under this Agreement by Company, an IMF or a subcontractor.

2 Company's Communicator Subscriber may request and Company may provide a communication system installed on Subscriber's Premises that connects between Subscriber's Alarm System and Company's or its IMF's monitoring facility to report signals (the "Communicator"). The Communicator shall at all times remain the sole property of Company if provided by Company to Subscriber If Subscriber provides its own Communicator, then it shall remain the sole property of Subscriber and Company shall have no obligations relating to the installation, maintenance, use or operation of the Communicator.

3 Payment Terms: Subscriber agrees to pay Company, its agents or assigns the following amounts

$0.00 plus applicable taxes for installation of the Communicator, payable upon completion (if applicable);

$0.00 plus applicable taxes for the initial connection and setup of Subscriber's Alarm System, and

$0.00 plus applicable taxes annually for the Monitoring Services, the first year's fees due and owing upon execution of this Agreement.

1st year monitoring covered by Alligood Electric.

This rate for Monitoring Services is based upon Company or its IMF receiving no more than the maximum number of fire signals and security signals per month set forth below All signals in excess of those numbers shall be charged per each additional signal at the rate set forth below, invoiced on a monthly basis. Payment of the annual fee for the Monitoring Services shall be paid by Subscriber within thirty (30) days prior to the commencement of each annual period.

4 Receipt of signal/response Company or its IMF shall, without warranty of any kind, use commercially reasonable efforts to do the following, subject to all applicable laws, rules and regulations of the State of Florida

(a) Upon receipt of a burglar alarm signal IMF will notify Subscriber or his designated representative first to receive authorization to dispatch the police department,

(b) Upon receipt of a hold-up signal, transmit the alarm to the police department, and notify Company;

(c) Upon receipt of a sprinkler alarm signal, water flow signal, manual, smoke or automatic fire alarm signal, transmit the alarm to the fire department and notify Subscriber or his designated representatives by calling the telephone number supplied to IMF in writing by Subscriber and notify Company

(d) Upon receipt of a monitor signal, notify Subscriber or his designated representatives by calling the telephone number supplied to IMF in writing by Subscriber, and notify Company.

(e) Upon receipt of an emergency alert signal transmit the alarm to the persons and/or entities designated by Subscriber in the Subscriber information provided to IMF and notify Company

(f) Upon receipt of a request for service from Subscriber, transmit the request to Company

5 False alarms: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action or accidental use of the Alarm System or Communicator, or in the event Subscriber in any manner misuses or abuses the Alarm System or Communicator, Company may in its sole discretion declare Subscriber in material breach of this Agreement and, at Company's option, in addition to all other legal remedies set forth below, be excused from further performance, upon giving Subscriber ten (10) days written notice. In the event any fine, penalty or fee is assessed against Company or IMF by any governmental or municipal agency as a result of any alarm originating from Subscriber's Premises, Subscriber agrees to forthwith reimburse Company or IMF for same. Subscriber represents that it fully understands that the Alarm System and Communicator, because of their sensitivity and nature, are subject to the influence of external events which are not within the control of Company and which may cause activation. Any and all such alarms which may occur shall not be construed as improper operation of the Alarm System or Communicator or as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of Subscriber as set forth in this Agreement

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rev. 011615

1 year

6 Term and Renewal: This Agreement shall be for an initial term of three (~~3 years~~), commencing on the date of execution of this Agreement. This Agreement shall automatically renew for successive one (1) year renewal terms unless either party gives the other written notice of non-renewal no later than thirty (30) days prior to the expiration of the then in-effect term. All renewal periods shall be at the same monitoring rate as set forth above in this Section, unless Company provides Subscriber written notice of an increase in the rate at least thirty (30) days prior to the expiration of the then in-effect term or renewal term.

7. Termination: If Subscriber fails to pay any amount herein provided within ten (10) days after the same is due, or if Subscriber fails to perform any other provisions hereof within ten (10) days after Company shall have requested in writing performance thereof, then Company shall have the right, but shall not be obligated, to exercise any one or more of the following remedies: (a) recover all outstanding amounts due from Subscriber under this Agreement without terminating this Agreement and continue its performance hereunder, in which case Company shall be entitled to immediately recover, in addition, all other charges due or to come due under this Agreement throughout the remainder of the term and any renewal term, which amounts shall be accelerated and due immediately by Subscriber, and (b) discontinue Monitoring Services and terminate this Agreement on five (5) days written notice and immediately recover from Subscriber all outstanding amounts due from Subscriber under this Agreement and all other charges due or to come due under this Agreement throughout the remainder of the term and any renewal term, which amounts shall be accelerated and due immediately by Subscriber. If in the opinion of Company, use of the Alarm System by Subscriber adversely affects

or interferes with the use of the Communicator, the Monitoring Services, signal receiving equipment, or Company's or its IMF's ability to provide services to others, then Company shall have the right to terminate this Agreement upon (10) days written notice to Subscriber. Upon termination, cancellation or expiration of this Agreement for any reason whatsoever, (a) Subscriber shall make necessary arrangements for Company to visit the Premises where necessary and retrieve the Communicator and any other property owned by Company, and (b) Subscriber shall pay all amounts owing under this Agreement, including for amounts owing for all excess signals. Subscriber shall pay Company for the Communicator and any other equipment and Company's prevailing rates in the event Subscriber fails to comply with Section 7 (a) above within (5) days of termination, cancellation or expiration.

8. Delinquency, reconnect charges: In the event any payment due hereunder is more than ten (10) days delinquent, then (a) all unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) percent per month or the highest rate permitted by law, if less, and (b) Company shall have the right to immediately suspend and disrupt the performance of the Monitoring Services and any other obligations owing by Company under this Agreement until such time as payment is rendered in full. If the Alarm System, Communicator or Monitoring Service is deactivated because of Subscriber's past due balance, and if Subscriber desires to reactivate, then Subscriber shall pay in advance to Company a reconnect charge at Company's then prevailing rates and charges.

9. Warranties: Company grants solely to Subscriber during the term of this Agreement the following limited warranties (the "Limited Warranties"): (a) all installation and maintenance services provided by Company for Communicators used by Subscriber shall be performed in a professional and workmanlike manner, and (b) the Monitoring Services will be performed by Company or its IMF in a professional workmanlike manner. In the event of any breach of the foregoing Limited Warranties, Company's sole liability and obligation to Subscriber shall be, at its option to: (i) re-perform the installation or maintenance services at issue if the breach relates to Section 9(a) above, and/or (ii) take commercially reasonable steps to correct the Monitoring Services to reasonably prevent the breach from occurring again if the breach relates to Section 9(b) above; however, if neither (i) nor (ii) can be reasonably performed or the breach occurs again, then Subscriber or Company shall have the right to terminate this Agreement and Subscriber shall receive a refund of the fees actually paid by Subscriber for the installation and/or maintenance services at issue for the Communicator in the event of a breach of Section 9(a), or a pro-rated refund for the fees actually paid by Subscriber for the Monitoring Services for

the unused portion of the term and the period during which the breach occurred in the event of a breach of Section 9(b). THE PERFORMANCE OF COMPANY'S OBLIGATIONS SET FORTH IN THE PRECEDING SENTENCE SHALL BE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY AND CONSTITUTE COMPANY'S ENTIRE OBLIGATION AND AGGREGATE LIABILITY TO SUBSCRIBER FOR ANY BREACHES OF THE LIMITED WARRANTIES.

10. Limitation On Warranties: THE PARTIES AGREE THAT THIS IS AN AGREEMENT FOR SERVICES AND NOT THE SALE OF GOODS. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY GRANTED TO SUBSCRIBER IN SECTION 9 ABOVE, COMPANY MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL PRODUCTS AND SERVICES ARE PROVIDED TO SUBSCRIBER "AS IS" WITH "ALL FAULTS". ADDITIONALLY, COMPANY DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM, MONITORING SERVICES, OR COMMUNICATOR MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICE WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, OR OTHERWISE; OR THAT ANY EQUIPMENT, SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. COMPANY IS NOT THE MANUFACTURER OF THE COMMUNICATORS AND PROVIDES THEM WITHOUT ANY WARRANTIES EXCEPT THE LIMITED WARRANTIES SET FORTH ABOVE.

11. ASSUMPTION OF RISK: Subscriber acknowledges and agrees that Company is not an insurer; that insurance, if any, shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the Monitoring Service and installation and maintenance of the Communicator as set forth herein; that Company makes no guaranty that the Communicator, Monitoring Services or any other equipment or services provided hereunder will avert or prevent any occurrences or the consequences therefrom which the Monitoring Services and/or Communicator are designed to detect or avert. Subscriber further acknowledges and agrees that Subscriber assumes all risk of loss or damage to Subscriber's Premises or to the contents thereof. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THERE ARE INHERENT RISKS IN THE USE OF MONITORING SERVICES AND THE COMMUNICATOR. These risks include, without limitation, the impracticability and extreme difficulty to ascertain the amount of actual damages, if any, which may result from a failure to perform any of Company's or Subscriber's obligations herein, including, but not limited to monitoring, response, or the failure of the Alarm System or Communicator, to properly operate the Alarm

System or Communicator with resulting loss to Subscriber because of, among other things:

(a) The uncertain amount or value of Subscriber's property or the property of others kept on the premises which the Alarm System or Monitoring Service is designed to detect or avert;

(b) The uncertainty of the response time of any department, fire department, paramedic unit, or others should the police department, fire department, paramedic unit, or others be dispatched as a result of a signal being received.

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(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to operate,

(d) The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the Alarm System is designed to detect or avert; and

(e) The nature of the service to be performed by Company.

12. Subscriber Responsibility:

(a) Transmission. Subscriber shall be solely responsible for and shall pay all charges made by any telephone, network and communications, utility and other companies for all fees, costs and expenses relating to installation, leasing, maintenance and servicing of telephone lines and other equipment connecting, communicating and transmitting between Subscriber's Premises and/or Alarm System and the facilities where the signals from Subscriber's Alarm System are received by Company or its IMF. Subscriber acknowledges and agrees that in the event Subscriber's Alarm System, the Communicator, or any of its telephone, communication or related services are not functioning properly, disconnected, placed on vacation or otherwise interrupted or fail for any reason in whole or in part, then signals from Subscriber's Alarm System will not be received in Company's or its IMF's central station and will not be known to or received by Company or its IMF. Subscriber further acknowledges and agrees that signals transmitted over telephone, cellular, network or any third parties' lines or equipment are wholly beyond the control of Company and its IMF

(b) Radio Frequency Communication. Subscriber acknowledges and agrees that in the event the Alarm System utilizes a radio frequency system for transmitting alarm signals from Subscriber's Premises to Company's or its IMF's central station, that the use of radio frequencies are controlled and regulated by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by Company at Company's sole option. Subscriber further acknowledges and agrees that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electric storms, power failures, or other conditions and events beyond the control of Company and its IMF SUBSCRIBER ASSUMES ALL RISK, RESPONSIBILITY AND LIABILITY FOR EACH OF THE FOREGOING AT ITS OWN AND SOLE RISK.

13. LIMITATION OF LIABILITY AND DAMAGES: IN NO EVENT SHALL COMPANY OR ITS IMF BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INCREASED COSTS AND EXPENSES, BREACH OF AGREEMENTS BETWEEN SUBSCRIBER AND ANY THIRD PARTIES, LOSS OF BUSINESS OR OPPORTUNITY, LOSS OF GOODWILL; BUSINESS INTERFERENCE, DISRUPTION, DELAY OR INTERRUPTION, OR LOSS OF BUSINESS REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE COMMUNICATOR, THE MONITORING SERVICES, BREACH OF THE LIMITED WARRANTIES, OR ANY ACT OF COMPANY OR FAILURE OF COMPANY TO ACT, WHETHER SUCH LIABILITY IS BASED IN TORT, NEGLIGENCE, CONTRACT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN NO EVENT SHALL COMPANY OR ITS IMF BE LIABLE TO SUBSCRIBER FOR A MONETARY AMOUNT GREATER THAN (A) THE AMOUNT ACTUALLY PAID BY SUBSCRIBER TO COMPANY FOR MONITORING SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (B) TWO HUNDRED AND FIFTY DOLLARS ($250.00), WHICHEVER IS GREATER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE

14. Acknowledgements. (a) Subscriber is a sophisticated purchaser and acknowledges and agrees that the allocation of risks in this Agreement are reflected in the fees and charges for the Communicator and Monitoring Services, that higher charges would be made but for the limitation of liability, damages and limited warranties set forth in this Agreement, and that the allocation of risks under this Agreement is reasonable and appropriate under the circumstances THE LIMITATIONS ON WARRANTIES, LIABILITY, ASSUMPTIONS OF RISK, AND REMEDIES SET FORTH IN SECTIONS 9, 10, 11, 12 AND 13 SHALL APPLY EVEN IF ONE OR MORE OF THEM FAILS OF THEIR ESSENTIAL PURPOSE. (b) The Required Terms attached as Exhibit C to the Master Alarm Monitoring Agreement between Company and its IMF/subcontractor are incorporated into and made a part of this Alarm System Agreement for Monitoring. Subscriber hereby consents to be bound by the Required Terms

15 Applicable Law Where any liability, warranty or damages has been limited in this Agreement including, without limitation, those set forth in Sections 9, 10, 11, 12 and 13, such limitation shall have effect to the maximum extent permitted by applicable law. In some jurisdictions, mandatory, statutory legislation does not allow such exclusion or limitation of liability that may entail that the limitations stated herein do not apply to Subscriber, either in whole or in part.

16 Interruption or Cancellation of Monitoring Service. Company and its IMF assume no liability for interruption of Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone or communication services, acts of god, or for any other cause beyond the control of Company or its IMF. Company and its IMF will not be required to provide Monitoring Services to Subscriber while interruption of service due to any such causes may continue. The Agreement shall be suspended or canceled, without notice at the option of Company, if IMF's central station or Subscriber's Premises or Alarm System or Communicator are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue Monitoring Service or in the event Company is unable to render its services under this Agreement as a result of any action by any governmental authority.

17 Subscriber's duties as to use of Alarm System: Subscriber shall carefully and properly test and set the Alarm System immediately prior to the securing of the Premises and carefully test the Alarm System periodically during the term of this Agreement Subscriber shall immediately report to Company any claimed inadequacy in or failure of the Alarm System or Monitoring Service Subscriber agrees to furnish Company or IMF with all changes, revisions, and modifications to Subscriber's information in writing. When any device or protection is used, including but not limited to space protection, which is affected by turbulence or air, occupied airspace change or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the Alarm System during closed periods while the Alarm System is on. Subscriber shall have sole responsibility for silencing any audible device In the event Company is called upon by Subscriber, governmental authority, or others to silence an audible device, Subscriber agrees to pay for each such service call at Company's then prevailing rate with a one (1) hour minimum charge Subscriber shall obtain, pay for, keep in full force and effect all necessary licenses and permits for the installation and use of the Alarm System during the original and any renewal term of this Agreement.

18 IMF/assignees/subcontractors: Company shall have the right to assign this Agreement or its obligations hereunder, in whole or in part, to any other person, entity or corporation without notice to Subscriber and shall have the further right to subcontract any Monitoring Services or other services which it may perform. Subscriber acknowledges that this entire Agreement, and particularly those paragraphs relating to Company's maximum liability, limitation of liability, and third part indemnification, inure to the benefit of and are applicable to IMF and any assignees and/or other subcontractors with the same force and effect as they bind Subscriber to Company

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19. Indemnification Subscriber shall defend, indemnify and hold harmless Company, Company's IMF, subcontractors and each of their employees, agents, officers, directors, owners, principals and their successors and assigns from and against any and all actual and threatened claims, causes of action, lawsuits, demands, administrative actions, fines, penalties and violations of state, federal, local or municipal laws or ordinances brought or charged against any of them arising out of or relating to: (a) any act of Subscriber, (b) this Agreement or any parties or any IMF or subcontractor performance hereunder; (c) any state or federal fines, penalties, fees costs or expenses; or (d) Company's or IMF's or a subcontractor's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the Alarm System, the Communicator or the Monitoring Services, whether any of the foregoing (a) through (d) are based upon negligence, active or passive conduct, warranty, strict liability or product liability on the part of Company, IMF, a subcontractor or any of their employees or agents; however, this provision shall not apply to claims solely and directly caused by an employee of Company or IMF while on Subscriber's Premises or if solely caused by Company's or IMF's breach of the Limited Warranties if it is not cured by Company.

20. Purchase orders No terms or provisions in any purchase orders, payments, invoices, or other documents or instruments issued by Subscriber or Company, whether the same or different from these terms or set forth conditions shall be binding upon either party, are for the parties' internal use only and its terms shall not affect this Agreement, and all terms contained therein are hereby expressly rejected by Company and Subscriber

21. Attorney's fees In the event it shall become necessary for Company to institute any legal proceedings to collect any amounts due or owning under this Agreement or to enforce any of its rights hereunder, then the prevailing party in such litigation shall receive an award of its reasonable attorneys' fees, costs and expenses.

22. Interpretation and Validity: Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, including the reduction in scope of such provision by a court of competent jurisdiction as is reasonable for its enforceability. However, if any provision of the Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of the Agreement or the application of the provision to the other parties or circumstance. Should any provision of this Agreement require interpretation, the person or court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one party by reason of the rule of construction that the document is to be construed more strictly against the party who itself or through its agents prepared the same.

23. Entire Agreement, Waiver and Modification This Agreement constitutes the entire agreement between Company and Subscriber and supersede all proposals and prior agreements, whether oral or written, and all other communications between the parties relating to this subject matter. Neither party is relying, nor shall rely, on any promises, inducements, or representations made by the other party with respect to the subject matter of the Agreement. Any modification of any term or condition of the Agreement shall be effective only if in writing and signed by authorized representatives of both parties. No other act, usage, or custom shall be deemed to modify the Agreement. The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall only be effective if in writing. In no event shall any waiver constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

24. Governing Law: The parties agree that this Agreement is to be performed in the state of Florida, and shall be governed by the laws of the State of Florida without regard to that state's conflicts of law provisions. Any dispute arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Jacksonville, Duval County, Florida

25. Notices: all notices to be given hereunder shall be in writing and may be served, either personally or by overnight delivery to the addresses set forth in the agreement or to any other address provided by one to the other from time to time in writing.

In all cases, the fee shall be due and payable upon receipt of invoice. For questions concerning a cancellation, please contact our office at **904-737-3511**

Type of Monitoring: Fire Alarm System
Equipment Provided By: Subscriber

Monitoring to be paid annually in advance

JSC SYSTEMS, INC.		SUBSCRIBER	0
By:	Missy Mc Duffie	By:	
Title:	Service Sales Representative	Title:	
Date:		Date:	

INITIAL - JSC_____ / Subscriber_____
rev 011615

EXHIBIT C – REQUIRED TERMS

SUBCONTRACTING. (a) Dealer may subcontract performance of monitoring services ("Services") to anyone ("Subcontractor"). (b) Dealer is Subscriber's exclusive agent for all purposes hereunder, including receiving notification of signals, adding, changing, suspending and cancelling Services; investigating and resolving all actual and potential issues related to alarm signaling device and equipment ("System"), and maintaining Subscriber account data. (c) Subcontractor's obligations are to Dealer only—it is Dealer's sole responsibility to provide Services to Subscriber. (d) Dealer may disclose to Subcontractor all information necessary for performance of Services, and Subcontractor may retain and use such information; (e) no System or telecommunication or other service or equipment used to transmit signals ("Transmitters") are Subcontractor property and Subcontractor accepts no responsibility for them. (f) Subcontractor has no obligation to detect or report System information, including malfunction, to anyone, including Subscriber. (g) termination of Subcontractor's performance is not a breach by Subcontractor of any direct or implied duty or obligation of Subcontractor to Subscriber, and (h) Subcontractor may record telephone calls.

FALSE ALARMS; TEST STATUS. Subcontractor is subject to applicable laws and industry standards designed to, among other things, reduce false alarms. These may result in practices and procedures that delay or modify Subscriber and/or Dealer-requested notification or verification instructions. Despite such instructions, Subcontractor may, in its sole discretion, attempt to contact the monitored premises or Subscriber to verify that a signal is not a false alarm. IF SUBCONTRACTOR BELIEVES, IN ITS SOLE DISCRETION, THAT NO EMERGENCY CONDITION EXISTS, SUBCONTRACTOR MAY CHOOSE NOT TO FOLLOW SUBSCRIBER'S AND/OR DEALER'S INSTRUCTIONS. Subcontractor may, without prior notice, in response to applicable law or insurance requirements, revise, replace, discontinue or rescind its response policies and procedures. Further, if a System relays or records three (3) or more false alarms within a twenty-four (24) hour period, Subcontractor may place the System in test status. It is Dealer's obligation to determine if the System is functioning properly and make all adjustments and repairs necessary to ensure that it is. THROUGHOUT THE DURATION OF ANY TEST STATUS PERIOD, FOR ANY REASON AND AT THE REQUEST OF ANY PERSON OR ENTITY, SUBCONTRACTOR HAS NO OBLIGATION TO PERFORM SERVICES.

DISCLAIMER OF WARRANTIES; WE ARE NOT INSURERS. (a) Subcontractor is not an insurer of: (i) Dealer, Subscriber or any other third person or entity (collectively, "Persons"), or (ii) Person's property, including real and personal, or the contents thereof (collectively, "Property"). (b) service fees are based solely on the deterrence and other value of Services and the limited liability provided Subcontractor herein, and are unrelated to the value of Persons or Property, or the likelihood, potential extent or severity of injury thereto, including death, bodily or personal injury, or any other injury, loss, damage or other consequence (collectively, "Injury"). (c) Services may not always work as intended for various reasons, including Subcontractor's or Persons' negligence or other fault, and Subcontractor cannot predict the potential amount, extent or severity of Injury that may be incurred that may be due to the failure of the services to work as intended. (e) SUBCONTRACTOR MAKES NO REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT SERVICES WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM THAT SYSTEM OR SERVICES ARE DESIGNED TO DETECT OR AVERT, INCLUDING ANY INJURY. SUBCONTRACTOR MAKES NO REPRESENTATION OR WARRANTY AT ALL. Therefore, Subscriber agrees that: (f) it is Subscriber's sole responsibility to obtain adequate insurance, including property, casualty, life, medical and disability, covering Persons and Property against Injury. (g) Limitations of liability of Subcontractor, and waivers and indemnities, set forth herein are a fair allocation of risks and liabilities between Subcontractor and Persons, (h) Subscriber will look exclusively to its insurer for financial protection from Injury and (i) Subscriber waives all rights and remedies against Subcontractor, including rights of subrogation, that Subscriber, any insurer or any Person may have due to any Injury.

HOLD HARMLESS. IF A PERSON FILES A CLAIM OR LEGAL ACTION AGAINST SUBCONTRACTOR, SUBSCRIBER WILL INDEMNIFY AND HOLD HARMLESS SUBCONTRACTOR FROM AND AGAINST SUCH CLAIM, SUIT, DEMAND, ACTION, CAUSE OF ACTION AND PROCEEDING, WHETHER ADMINISTRATIVE, CIVIL, CRIMINAL OR OTHERWISE, INCLUDING ALL DAMAGES, LIABILITIES, LOSSES, FINES, FEES, COSTS AND EXPENSES, INCLUDING JUDGMENTS, COURT COSTS, SETTLEMENT COSTS, ATTORNEYS' FEES, INVESTIGATORS' FEES AND WITNESS' FEES, FOR BOTH TRIAL AND APPEAL, SUBCONTRACTOR MAY INCUR OR BECOME RESPONSIBLE FOR, DIRECTLY OR INDIRECTLY, WHICH ARISE OUT OF OR RELATE TO THIS CONTRACT, SERVICES OR SYSTEMS ("CLAIM"). SUBSCRIBER'S OBLIGATIONS HEREIN APPLY EVEN IF CLAIM(S) ARISES OUT OF OR IS CAUSED BY SUBCONTRACTOR NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH APPLICABLE LAW, OR OTHER FAULT, SUBJECT ONLY TO SECTION "LIMITATION OF LIABILITY".

LIMITATION OF LIABILITY. SUBSCRIBER AGREES THAT SUBSCRIBER'S EXCLUSIVE REMEDIES FOR ANY SUBCONTRACTOR LIABILITY ARE PROVIDED IN THIS SECTION. EXCEPT AS PROVIDED IN THIS SECTION, SUBCONTRACTOR SHALL NOT BE LIABLE FOR ANY INJURY, LOSS OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF SERVICES OR SYSTEM TO WORK AS INTENDED; MARKETING, ADVERTISING, SALE, DESIGN, INSTALLATION, MAINTENANCE OR SERVICE OF SYSTEM; OR TRANSMITTERS. IF SUBCONTRACTOR IS DETERMINED TO BE RESPONSIBLE FOR ANY INJURY, LOSS OR OTHER CONSEQUENCE, ALL CLAIMS AGAINST, AND THE TOTAL LIABILITY OF, SUBCONTRACTOR SHALL BE LIMITED TO ONE-THOUSAND ($1,000) USD. THIS AMOUNT IS SUBSCRIBER'S EXCLUSIVE REMEDY, NO MATTER HOW THE INJURY. LOSS OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY SUBCONTRACTOR NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH APPLICABLE LAW, OR OTHER FAULT. SUBSCRIBER AGREES THAT SUCH LIABILITY LIMIT IS A MATERIAL INDUCEMENT FOR SUBCONTRACTOR TO PERFORM SERVICES, AND THAT WERE SUBCONTRACTOR TO HAVE LIABILITY GREATER THAN THAT STATED IN THIS SECTION SUBCONTRACTOR WOULD NOT PERFORM SERVICES. SUBSCRIBER AGREES TO ACCEPT SUCH $1,000 IN COMPLETE SATISFACTION, DISCHARGE AND RELEASE OF SUBCONTRACTOR. AT SUBSCRIBER'S REQUEST, DEALER MAY, IN ITS SOLE DISCRETION, AGREE TO ASSUME ADDITIONAL LIABILITY BY ADDENDA HERETO STATING THE EXTENT OF ADDITIONAL LIABILITY AND ADDITIONAL COST TO SUBSCRIBER. NO SUCH ADDENDA, ADDITIONAL LIABILITY OR COST SHALL BE INTERPRETED TO HOLD SUBCONTRACTOR AS AN INSURER OR OTHERWISE MODIFY THE TERMS OF THIS CONTRACT. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF THE OBLIGATIONS UNDER THIS CONTRACT, SHALL SUBCONTRACTOR BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFIT, EARNINGS, SUPPORT, SERVICES, COMPANIONSHIP, MENTAL PAIN OR SUFFERING, OR CLAIMS OF THIRD PARTIES).

INITIAL - JSC_____ / Subscriber_____

rev. 011615

SUBJECT: **RFQ FOR DESIGN-BUILD SVCS FOR VERTICAL/ARCHITECTURAL PROJECTS**

BID # **CDB-0007-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **QUALIFICATIONS BASED**

NUMBER OF BIDS INVITED: - NUMBER RECEIVED: - OTHER: -

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Fire Station No. 73 Project was awarded to Auld & White Constructors, LLC, on 10/19/17 in the amount of $163,264.00; Change Order #1 was approved on 05/05/18 in the amount of $3,300,000.00; Change Order #2 was approved on 04/04/19 in the amount of $29,051.00.

Recommend approval of Change Order #3 to Auld & White Constructors, LLC, for the increase amount of $5,754.00 to modify the Fire Station Alerting System, per "Exhibit D-4". The number of construction days will be increased by 7 days to 247. Revised guaranteed maximum price will be $3,498,069.00. Total annual expenditure amount is currently at $18,000,000.00; total amount spent to date is $7,459,461.37.

Funding for this project to be executed by Amendment 2D for contract # 9182-03 and encumbered by account(s): FRCP32EFS-069505-FR0051-01

Attachments: Recommendation Memo, Exhibit "D-4", Previous Award(s)

BUYER _____ MARILYN LAIDLER

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Acting Chief, Engineering & Construction Mgmt. / Kurtis Wilson, Director of Fire and Rescue**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 6/06/19

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 6/6/19

APPROVED _____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

SUBJECT: **RFQ FOR DESIGN-BUILD SVCS FOR VERTICAL/ARCHITECTURAL PROJECTS**

BID # **CDB-0007-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **QUALIFICATIONS BASED**

NUMBER OF BIDS INVITED: - NUMBER RECEIVED: - OTHER: -

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Fire Station No. 73 Project was awarded to Auld & White Constructors, LLC, on 10/19/17 in the amount of $163,264.00; Change Order #1 was approved on 05/05/18 in the amount of $3,300,000.00.

Recommend approval of Change Order #2 to Auld & White Constructors, LLC, for the increase amount of $29,051.00 to address changes to the scope as requested by Cecil Field Airport and conflicts encountered during construction, per "Exhibit D-3". There is no change in the number of days for construction at this time. Revised guaranteed maximum price will be $3,492,315.00. Total annual expenditure amount is currently at $18,000,000.00; total amount spent to date is $7,453,707.37.

Funding for this project to be executed by Amendment 2B for contract # 9182-03 and encumbered by account(s):
FRCP32EFS-069505-FR0051-01

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Director of Operations, Public Works Department/ Kurtis Wilson, Director of Fire and Rescue**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 4/04/19

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/4/19

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: **RFQ FOR DESIGN-BUILD SVCS FOR VERTICAL/ARCHITECTURAL PROJECTS**

BID # **CDB-0007-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **QUALIFICATIONS BASED**

NUMBER OF BIDS INVITED: - NUMBER RECEIVED: - OTHER: -

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Fire Station No. 73 Project was awarded to Auld & White Constructors, LLC, on 10/19/17 in the amount of $163,264.00.

Recommend approval of Change Order #1 to Auld & White Constructors, LLC, for the increase amount of $3,300,000.00 for 100% design, permits and construction of Fire Station No. 73, per "Exhibit D-2", the 100% design work is to be completed 61 days from the notice to proceed and construction is to be completed 240 day from the site clearing permit approval. Revised guaranteed maximum price will be $3,463,264.00.

Funding for this project to be executed by Amendment 2B for contract # 9182-03 and encumbered by account(s): FRCP32EFS-069505-FR0051-01- $1,668,487.00; FRCP32EFS-06505-FR0051-01- $1,631,513.00

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Brian Murzato
for ~~GREGORY REASE, CHIEF~~
PROCUREMENT DIVISION

CONCURRENCE BY: **Tom Fallin, P.E., Chief-Engineering & Construction Management Division**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 5/03/18

OTHER

ACTION OF AWARDING AUTHORITY DATE 5/05/18

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: **RFQ FOR DESIGN-BUILD SVCS FOR VERTICAL/ARCHITECTURAL PROJECTS**

BID # **CDB-0007-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **QUALIFICATIONS BASED**

NUMBER OF BIDS INVITED: - NUMBER RECEIVED: - OTHER: -

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Department of Public Works has completed negotiations with Auld & White Constructors, LLC, for the Fire Station No. 73 Project in accordance with subject bid.

Recommend approval of award to Auld & White Constructors, LLC, for the Guaranteed Maximum Price in the amount of $163,264.00 for Fire Station No. 73 for 60% Design Development, per "Exhibit A" and allowing for the completion of work 97 days from notice to proceed .

Funding for this project to be executed by Amendment 2A for contract # 9182-03 and encumbered by account: FRCP32EFS-069505-FR0051-01

Attachments: Recommendation Memo, Exhibit "A", Previous Award(s)

BUYER _____ MARILYN LAIDLER

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Tom Fallin, P.E., Chief-Engineering & Construction Management Division**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10/19/17

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 10/19/17

APPROVED _____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

SUBJECT: RFQ FOR D/B SVCS OF VERTICAL/ARCHITECTURAL PROJECTS

BID # CDB-0007-16 OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on February 4, 2016; 02/11/16 Auld & White Constructors, LLC was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 6-16-16

OTHER _____

Teresa R. Eichau

ACTION OF AWARDING AUTHORITY DATE 6/16/16

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

SUBJECT: RFQ FOR D/B SVCS OF VERTICAL/ARCHITECTURAL PROJECTS

BID # CDB-0007-16 OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on February 4, 2016. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) Auld & White Constructors, LLC (Score 116)
3) Saur, Inc. (Score 115)
2) Stellar Group, Inc. (Score 115.5)

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER _____ For- MARILYN LAIDLER SBD

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 2/11/16

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 2/11/16

APPROVED ✓ DISAPPROVED: _____

Sam E. Mousa
Chief Administrative Officer
For Lenny Curry
Mayor

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

SUBJECT: RFQ- FOR DESIGN-BUILD SERVICES OF VERTICAL/ARCHITECTURAL PROJECTS

BID # CDB-0007-16 OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Based upon the proposal evaluation, the average scores and rankings are as follows and two with tie scores (Listed in alphabetical order):

1) Auld & White Constructors, LLC (Score 87.5)
1) Sauer, Inc. (Score 87.5)
3) Stellar Group, Inc. (Score 86.5)

Pursuant to Section 2.6 – Award of Contract of the RFP, recommend approval to conduct formal interviews with each of the three-top ranked Firms.

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

BUYER _____ RESPECTFULLY SUBMITTED _____
for MARILYN LAIDLER GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 1-14-16

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 1/14/16

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Moussa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-1