SUBJECT: VARIOUS BLDGS ADA COMPLIANCE FACILITY MODIFICATIONS

BID #: JCF-0099-20 **OPEN DATE:** 2020-07-24

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: JSEB SET-ASIDE- CONSTRUCTION FIXED

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: TOTAL BASE BID-LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (10) **NUMBER RECEIVED:** (3) **OTHER** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was administratively approved on 09/02/20 to Hager Construction Company (contract #612999-21), in the amount of $183,578.00.

Recommend approval of Change Order #1 to Hager Construction Company, in the amount of $18,217.78, for a revised total award amount not-to-exceed $201,795.78.

This award is to be funded by account(s): 32111.153103.565051.001279.00000000.00000.0000000 to be executed by formal contract change order through Office of General Counsel.

Attachments: Recommendation Memo, Change Order, Previous Award(s)

ANALYST: _____ MARILYN LAIDLER **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC 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
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4353
www.coj.net

ONE CITY ONE JACKSONVILLE

June 14, 2021

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Roy Birbal
Chief, Public Buildings

SUBJECT: ADA Compliance Facility Modifications Package
BID# JCF-0099-20
Contract 612999-21

The subject contract was awarded under BID# JCF-0099-20 in the amount of $183,578.00 to Hager Construction Company, Contract 612999-21. Change order 1 is detailed on the attached spreadsheet in the amount of $18,217.78.

Accordingly, this is to recommend approval for change order 1 to contract 612999-21 to Hager Construction Company in the amount of $18,217.78. The maximum indebtedness to the city will be $201,795.78.

Funding for the change order to be encumbered by contract is as follows:

ACCOUNT NO.	ENCUMBERED AMOUNT
See attached	
TOTALS	201,795.78

RB/jw

Attachments
1) Account Numbers
2) Change Order Form
3) Contractor Change Order Requests

ATTACHMENT "A"
ACCOUNT NUMBERS
ADA COMPLIANCE FACILITY MODIFICATIONS PACKAGE

ACCOUNT NO.	32111.153103.565051.001279.00000000.00000.00000	Contract Totals
PO Number	616823-21	
Original contract	$183,578.00	$183,578.00
Change order #1	$18,217.78	$18,217.78
Account Totals	$201,795 78	**$201,795.78**

HAGER CONSTRUCTION COMPANY
ADA COMPLIANCE FACILITY MODIFICATIONS PACKAGE
CONTRACT # 612999-21

CHANGE ORDER NO. 1
06/11/2021

NBR	MASTER ITEM DESCRIPTION	QUANTITY	UOM	UNIT COST	NET ADDITION	NET DELETION
	ADDITIONAL SCOPE					
1	STAMPED PLANS	1	LS	$18,217.78	$18,217.78	

JUSTIFICATION: BID is requiring professionally stamped plans to issue permit for the Parks Warehouse and Haines St.. This change order request is to increase the PO for the cost of acquiring and utilizing engineering services.

2	**ADDITIONAL TIME ON CONTRACT**					
	EXTENDING SUBSTANTIAL COMPLETION BY 90 DAYS	1	LS	$0.00	$0.00	

JUSTIFICATION: Unforseen Conditions including plans and permitting require the substantial completion be extended by 120 days.

NET TOTAL CHANGE ORDER NO. 1 **$18,217.78**

CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
PUBLIC BUILDINGS DIVISION
CONSTRUCTION CHANGE ORDER

Change Order No. One (1) June 11th, 2021

Description of Project ADA Compliance Facility Modifications Package

Name of Contractor Hager Construction Company

Contractor's Address 2037 Gilmore Street, Jacksonville, FL 32204

Contract No. 612999-21

Account No. See attached Original Contract

Change Order 1 $18217.78 + Change Order No. 2

*See attached appendix for additional listings.

TOTAL REVISED CONTRACT $201,795.78

Bid Number JCF-0099-20

Original Construction Completion Date 07/11/2021

Revised Construction Completion Date 10/09/2021

Original Contract Expiration Date

Revised Contract Expiration Date

In compliance with General Conditions of above-referenced contract, CONTRACTOR and OWNER do both hereby agree that the CONTRACTOR shall make the following changes, additions or deletions to the Work specified in the plans and specifications: See attached.

Justification: See attached.

The Issuing Authority has looked over cost and pricing data for this change order and has determined that this change order is necessary and all costs are reasonable.

Accepted for Contractor Hager Construction Company

Signed _____ Attest _____

Title _____ Title _____

Date _____ Date _____

Signed Construction Management By _____
Issuing Authority — Jeremy Wright, Public Works Compliance Manager — Date

Signed Public Buildings By _____
Using Division — Div/Department Head — Date

Assistant Counsel — Date — Director of Public Works — Date

Mayor — Date — Chief of Procurement — Date

Corporation Secretary — Date — Director of Finance — Date

SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM	DESCRIPTION	QUANTITY	U/M	U/P	AMOUNT
	Change Order Request No. 1 COJ				
0001	Engineered and Permitted ADA Ramps	1	JOB	LUMP SUM	$ 18,217.78
0003		1	JOB	LUMP SUM	$ -
0004		1	JOB	LUMP SUM	$ -
0005		1	JOB	LUMP SUM	$ -
0006		1	JOB	LUMP SUM	$ -
0007		1	JOB	LUMP SUM	$ -
0008		1	JOB	LUMP SUM	$ -
			TOTAL		$ 18,217.78

NOTES

***SEE NOTE BELOW TOTAL RECAP SHEET FOR:	Job Name Engineered and Permitted ADA Ramps
LINE ITEM NO: 0001	DESCRIPTION Engineered and Permitted ADA Ramps

A. DIRECT COSTS: (WHICH INCLUDE MATERIAL, SUBCONTRACTS, DIRECT LABOR, INDIRECT EXPENSES, OTHER DIRECT CHARGES)	
A (1) MATERIAL: (Breakdown of costs on attached sheets include items, units, quantities, unit prices, as well as any applicable taxes _____.)	$ -
A (2) SUBCONTRACTS: (Each subcontractor's breakdown is included on attached sheets _____.)	$ 12,110.71
A (3) LABOR: (Includes crafts, wage rates, number of hours or mandays, labor burden such as payroll taxes, insurance and fringe benefits broken down on attached sheets: _____.)	$ 3,224.00
A (4) OTHER DIRECT EXPENSES: (Identify type, number of hours, ownership cost, rental rates, operating costs including fuel, and maintenance on attached work sheets: _____.)	$ -
TOTAL OF DIRECT COSTS (A(1) THROUGH A(4) ABOVE:)	$ 15,334.71
B. FIELD OFFICE COST: (Identify expense for items applicable to overall cost of the Line Item and not a Direct Cost in "A" above.) SEE ATTACHED FIELD G&A SHEET (5% OF TOTAL FIELD OH)	$ -
SUBTOTAL (INCLUDES A AND B):	$ 15,334.71
C. GENERAL AND ADMINISTRATIVE EXPENSE (G&A or HOME OFFICE EXPENSE) __8__ %	$ 1,226.76
SUBTOTAL (INCLUDES A, B, and C):	$ 16,561.47
D. PROFIT (____10____%):	$ 1,656.31
SUBTOTAL (INCLUDES A, B, C, and D):	$ 18,217.78
E. PAYMENT AND PERFORMANCE BOND PREMIUM: (_____2____%)	$ -
TOTAL COST OF LINE ITEM _____: (INCLUDES A, B, C, D, AND E ABOVE.)	$ 18,217.78

*****NOTE: A PROPOSAL COST BREAKDOWN IS REQUIRED FOR EACH LINE ITEM ON THE PRICING SCHEDULE**

COST ESTIMATE

COJ

DRAWING	ITEM	DESCRIPTION	QUANT UNIT	QUANTITY	UNIT PRICE	PERDIEM	TOTAL PRICE
	0002		LS	$ 3,224.00			$ 3,224.00

ITEM	DESCRIPTION	QUANT UNIT	QUANTITY	UNIT PRICE	BURDEN	LABOR COST	TOTAL COST
2							
	LABOR	LS	1	$ -	$ -	$ -	$ -
	COJ Plan Review	2 LS		$ 614.00			$ 1,228.00
	COJ Permit	2 LS		$ 998.00			$ 1,996.00
							$ 3,224.00
	EQUIPMENT						
		HRS		$ -			$ -
		HRS		$ -			$ -
		HRS		$ -			$ -
							$ -
	MATERIAL						
		LS		$ -			$ -
		LS		$ -			
	TOTAL						$ 3,224.00

FIELD G & A COSTS

LINE ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	EXTENSION
	CELL PHONE	MO	1	$ 225.00	$ 225
	CLEANUP	LS	2	$ 125.00	$ 250
	DRUG TESTS	EA.	-	$ 55.00	$ -
	EQUIP RENTAL MISC.	LS	1	$ 2,800.00	$ 2,520
	FIRST AID & SAFETY	LS	1	$ 50.00	$ 50
	ICE, WATER, CUPS, ETC	DAY	21	$ 7.00	$ 147
	INDUSTRIAL HYGIENIST	WK.	-	$ -	$ -
	LABORER	WK.	-	$ 552.00	$ -
	LABORER LODGING & MEALS	WK.	-	$ 1,125.00	$ -
	MOB & DEMOB	LS	-	$ 1,250.00	$ -
	OFFICE EQUIP & FURNISHINGS	MO	1	$ 2,560.00	$ 1,613
	OFFICE PHONE	MO	1	$ 175.00	$ 110
	OFFICE SUPPLIES	MO	1	$ 88.00	$ 60
	OFFICE TRAILER	MO	-	$ 200.00	$ -
	OFFICE TRAILER SETUP-DELIVERY	LS	-	$ 250.00	$ -
	OFFICE TRAILER SETUP-ELECTRICAL	EA.	-	$ 1,877.00	$ -
	OFFICE UTILITIES-WATER, ELECT, ETC	MO	-	$ 200.00	$ -
	PHOTOGRAPHS	WK.	6	$ 50.00	$ 300
	PROGRESS CHART	LOT	-		$ -
	PROJECT CLERK	MO		$ -	$ -
	PROJECT CLERK-PER DIEM	DAYS	-	$ -	$ -
	PROJECT CLERK-VEHICLE	MO	-	$ -	$ -
	PROJECT ENGINEER	MO	-	$ -	$ -
	PROJECT ENGINEER-PER DIEM	DAYS		$ -	$ -
	PROJECT ENGINEER-VEHICLE	MO	-	$ 600.00	$ -
	PROJECT MANAGER	MO	0	$ 3,300.00	$ 1,089
	PROJECT MANAGER BURDEN RATE	MO	0	$ 1,353.00	$ 406
	PROJECT MANAGER-PER DIEM	DAYS	-	$ 125.00	$ -
	PROJECT MANAGER-VEHICLE	MO	0	$ 315.00	$ 95
	PROJECT SUPERINTENDENT	MO	0	$ 3,300.00	$ 990
	PRJ SUPERINTENDENT BURDEN RATE	MO	0	$ 1,353.00	$ 406
	PROJECT SUPERINTENDENT-PER DIEM	DAYS	-	$ 100.00	$ -
	PROJECT SUPERINTENDENT-VEHICLE	MO	0	$ 500.00	$ 150
	REPRODUCTION & BLUEPRINTS	LS	2	$ 50.00	$ 100
	SANITATION	MO	0	$ 72.00	$ 22
	MOT	DAYS	-	$ 425.00	$ -
	STORAGE	MO	-	$ 120.00	$ -
	TRACK SUPERINTENDENT	MO		$ 5,875.00	$ -
	TRACK SUPERINTENDENT-PER DIEM	MO	-	$ 1,500.00	$ -
	TRACK SUPERINTENDENT-VEHICLE	MO	-	$ 500.00	$ -
	VEHICLE COSTS--MISC.	WK	0	$ 100.00	$ 30
	FENCING PERIMETER BARB WIRE	LS	0	$ 2,500.00	$ -
	SOD	SF	0	$ 0.35	$ -
				FIELD GENERAL & ADMINISTRATIVE COSTS:	$ 8,662

MICHELE M. AGEE, P.E., P.A.

15 February 2021

Kim Bochnia
Project Coordinator
Hager Construction Company
518 Herman St
Jacksonville, FL 32254

RE: JSO Impound & COJ Parks Maintenance
ADA Improvements
Proposal for Engineering Services

Dear Kim:

Thank you for the opportunity to provide civil engineering services to design ADA improvements at the JSO Impound Building and the Parks Maintenance Building.

Outline of Project

The project is to provide civil engineering services to design ADA accessible routes to the referenced buildings. The site plan will be based on the conceptual plan that has been provided by the owner. Additionally, the following consultants may be required.

1. **Surveyor** for topographic survey of the project area.

Engineer and Owner agree that Engineer has the right to rely upon technical information provided to Engineer by professional consultants. In the event the information provided is inaccurate, Owner shall solely look to that professional consultant and not to this Engineer for any errors resulting from receipt of this technical information.

Upon review of the project, the following issues will need to be addressed.

1. Site must meet City of Jacksonville Land Development Procedures and Florida Building Code accessibility requirements.

The engineering services that will be provided will include the following:

ITEM I: **Survey:** Provide topographic survey prepared by a registered land surveyor of the proposed improvements area.

Fee: **$ 2,172.63**

ITEM II: **Site Engineering:** Provide signed and sealed plans for ADA improvements for accessibility to the referenced buildings

Fee: **$ 7,845.13**

ITEM III: **Construction Services:** Construction site inspections. Review as-built drawings to confirm site meets ADA codes.

Fee: **$ 2,092.95**

Standard of Care – Services performed by Engineer under this Agreement are expected by the Owner to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Engineer's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty other than what is stated in this Agreement, express or implied is made. The Owner recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made or are to be made, and that site conditions may change with time and annual weather conditions.

All services provided by Engineer shall be performed in a reasonably prompt manner. Engineer shall perform all duties and services and make all decisions called for hereunder without unreasonable delay and will give this project high priority.

Scope of Work - By signing this proposal (thereafter termed "Agreement"), the Owner agrees that the Engineer is responsible for the items specified in this proposal. Overall project coordination is not the responsibility of this Engineer. Civil engineering covers a broad range of services and the Engineer must interact with many different entities, government groups and other public and private organizations in order to secure permits for construction as outlined in this Agreement. The Owner is responsible for project coordination unless the Engineer is specifically retained, in writing, to do so. The Engineer may, from time to time, provide project status updates, schedules and estimates to the Owner upon reasonable request. These estimates are to be considered preliminary only, prior to the project being fully approved. This is due to the nature and scope of permitting a project in today's regulatory environment. Engineer's agreement extends to performing Engineer's work within the boundaries of the property owned by St. Johns County School District unless specifically identified as work to be performed outside of the surveyed boundary.

Additional Services - If additional services are required by Owner, hourly rates and item charges are as follows:

Professional Engineer	**$ 375/hr.**
Engineer	**$ 175/hr.**
Technician	**$ 95/hr.**
Draftsman	**$ 78/hr.**
Clerical	**$ 36/hr.**
Vehicular Use	**$ .75/mile**
Offsite Reproduction/Graphics	**N/A**
Courier Service	**N/A**

All hours charged are for additional work requested by Owner and completed. All time for work completed out of the office includes drive time. Engineer shall not perform any Additional Services without the prior consent and approval of Owner.

Delays - The Engineer shall not be responsible for delays caused by additional government requirements not listed or anticipated in the original proposal or delays caused by lack of action on the Owner's part. Delays on the part of the Owner or failure to pay invoices within 30 days of receipt will result in work stoppage on the project. The Engineer will strive to aide the Owner in securing the permits that are required of the Engineer pursuant to the terms and extent of this Agreement. The Engineer shall not be held liable for Owner or Owner's contractor's deadlines unless Engineer agrees to be bound by said deadlines and the deadlines are specifically agreed to in writing signed by both parties.

Invoicing - Invoicing in reasonably specific detail showing a detailed listing of all of the time spent by Engineer in connection with the Project will occur monthly based upon the percentage of engineering services completed. Invoices are due within thirty (30) days of receipt. Interest on past due sums shall accrue from when due at 1% per month. Final invoice shall be submitted upon completion of certification listed in Item IV above. **Final approved drawings and permits will not be released until all outstanding invoices have been paid.**

Termination - In the event the project design is terminated before completion (at the request of the Owner for any reason other than a default by Engineer) or (upon Owner's failure to pay any Invoice), the final Invoice will be based on the percentage of work completed as of the date of termination plus 10% of the Final Invoice for demobilization and document storage not to exceed $500.00. Engineer shall provide seven (7) days prior written notice to Owner that Engineer has terminated its services as a result of a breach. Before resuming service, Engineer shall be paid all sums due prior to termination. If the Engineer's services are terminated for whatever reason, any re-continuation of the work by the Engineer shall be by a new agreement.

Dispute Resolution – In any action brought for enforcement or interpretation of this agreement, the prevailing party shall also recover all costs including reasonable attorney fees. Venue shall only be Clay County, State of Florida.

Professional Liability of Engineer - In recognition of the consideration paid, relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subcontractors on the project for any and all claims, losses, costs, attorney fees, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named in this Agreement or beneficiaries of this Agreement shall not exceed the policy limits of the Engineer's professional errors and omissions insurance policy acceptable to Owner. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. Engineer shall provide a copy of his or her Professional Liability Insurance coverage including disclosure of the policy's aggregate limits to Owner upon request.

Indemnification – Engineer shall agree to indemnify, hold harmless, protect and defend Owner and Owner's agents, representatives and any affiliated or related entities against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred in whole or in part as a result of or due to Engineer's negligence or willful conduct, or in connection with a breach of your obligations under this Agreement. Owner agrees to indemnify, hold harmless, protect and defend you against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees that are alleged to have occurred in whole or in part as a result of or in connection with Owner's gross negligence or willful misconduct.

Insurance - Engineer agrees to maintain such insurance as will protect Engineer from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of Engineer's services under this Agreement. In addition, Engineer will also obtain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by errors or omissions for which Engineer is liable. Engineer shall cause Owner to be named as an additional insured on any such policies if allowed by Insurer. All insurance shall be reasonably acceptable to Owner.

Confidentiality - Engineer agrees that all sensitive or confidential information (marked confidential) that is provided to or learned by Engineer regarding Owner or the Project shall be held in strict confidence by Engineer.

Severability and Waiver - The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto, to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this

Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

Entire Agreement, No Third Party Beneficiaries - This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. No party, not a signatory to this Agreement, is granted any rights or benefits hereunder unless agreed to in writing by the parties hereto. This Agreement shall not be modified except by a written instrument signed by the parties. A PDF or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as original. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

This Proposal shall become the "Agreement" between the parties on the date signed below. Please sign and return a copy of the agreement as authorization to commence services.

If you have any questions, please do not hesitate to call me at the number provided.

Sincerely,

Michele M. Agee

Michele M. Agee, P.E.
President

ACCEPTANCE THIS _____ DAY OF _____, 2021:

_____
Owner Title

_____
Name of Company

_____
Address City, State, Zip

_____
Telephone Number Fax Number

ADMINISTRATIVE AWARD
BID No.: JCF-0099-20

DESCRIPTION OF GOODS/SERVICES: Recommend approval of award to Hager Construction Company Inc.as the lowest responsive responsible bidder for the ADA Compliance Modification Package. Total Award not-to-exceed $183,578.00. Period of Service will be from date of executed contract and is to be completed within 120 days upon receipt of Notice to Proceed.

Project Locations:

- St. Andrews Church, 317 A PHILIP RANDOLPH BLVD. JAX, 32202
- Main Library Parking Garage, 33 DUVAL ST W, Jax 32202
- Parks Maintenance Supply, 555 44TH ST W, Jax, 32208
- Fire Station 14, 4242 HERSCHEL ST , Jax 32210
- JSO Impound Facility, 1087 HAINES ST , Jax 32206

All bonds waived pursuant to Florida Statues Chapter 255.05 (1)

FUNDING SOURCE: 001279.565051.6.3211-384020.00000.0000000.000000 to be executed by Formal Contract through the Office of General Counsel and processed via Purchase order

FOR AGENCY/DEPARTMENT: Department of Public Works/Public Buildings Division

NUMBER FIRMS SOLICITED: 10 **NUMBER FIRMS BIDDING:** 3

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION: N/A

RECOMMEND AWARD TO: Hager Construction Company

CONCURRENCE BY: John P. Pappas, P.E, Director – Department of Public Works

PRICE: $183,578.00 **TERMS:** NET 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Buyer

09/02/2020
Date

Asst. Manager of Purchasing Services

9/2/20
Date

APPROVAL/DISAPPROVAL:

Gregory Pease, Chief, Procurement Division

9/2/20
Date