SUBJECT: MAIN LIBRARY PARKING GARAGE SPRINKLER SYSTEM REPAIR-REBID

BID #: CF-0210-18 **OPEN DATE:** 2018-07-13

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION FIXED

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: TOTAL BASE BID PLUS SELECTED ALTERNATES (IF ANY)- LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (14) **NUMBER RECEIVED:** (1) **OTHER** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was awarded administratively on 07/24/18 to Aegis Fire & Integrated Services, LLC, in the amount of $172,388.00.

Recommend approval of change order #1 to Aegis Fire & Integrated Services, LLC, in the amount of $75,000.00, for a revised total award amount not-to-exceed $247,388.00.

This award is to be funded by account(s): PWCP32EPB519-06505-PL0009-07 to be executed by contract change order through Office of General Counsel.

Attachments: Recommendation Memo, Change Order, Vendor Quote, Previous Award

ANALYST: Marilyn Laidler
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) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

January 31, 2019

MEMORANDUM

TO: Gregory W. Pease,
Chief Procurement Division

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

FROM: Roy Birbal, Chief

SUBJECT: Main Library Parking Garage
Sprinkler System Repair-Rebid
Administrative Award # CF-0210-18
Bid Alternate #1 Change Order #1.

The subject contract was awarded under Bid No. CF-0210-18 in the amount of $172,388.00 to Aegis Fire and Integrated Services. The Administrative Award No.CF-0210-18 contains the bid alternate #1 for Sprinkler Pipe Replacement executed by change order as per the projects award requirements. Change Order No. 1 is detailed on the attached Aegis proposal in the amount of $75,000.00.

Accordingly, this is to recommend approval for Change Order No. 1 to Administrative award # CF-0210-18 to Aegis Fire and Integrated Services in the amount of $75,000.00. The maximum indebtedness to the City will be $247,388.00

Funding for the change order is as follows: PWCP32EPB519-06505-PL0009-07 = $ 75,000.00

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have questions or need additional information please contact Gene Trevail at 904-255-4331.

Attachments: Change Order No. 1
Supporting Documentation

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
Gene Trevail, Facility Manager
Jim Lange, Contract Administration Coordinator

nh

CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION CHANGE ORDER

Change Order No.: 1 Date: 01/30/2019

Description of Project: Main Library Parking Garage Sprinkler System Repair-Rebid

Name of Contractor: Aegis Fire and Integrated Services

Contractor's Address: 156 Industrial Loop South Orange Park FL 32073

Contract No.: CF-0210-18

Account No.: PWCP32EPB519-06505-PL0009-07 Original Contract Amount: $172,388.00

- Previous Change Orders 0 + Change Order No. 1: $75,000.00

TOTAL REVISED CONTRACT AMOUNT: $247,288.00

Bid Number: CF-0210-18 Construction Completion Date: 4/15/2019

Contract Expiration Date: 8/13/2019

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: The replacement of 2,953 lft. of 1.5" Galv. Sprinkler Pipe @ $25.36 per lft. Totaling $75,000.00

Justification: This work is additive alternate #1 which could not be awarded until the base bid work was completed. The price is lower than the original bid because there was a pricing error in the bid.

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: Aegis Fire and Integrated Services

Signed _____ Attest _____

Title _____ Title _____

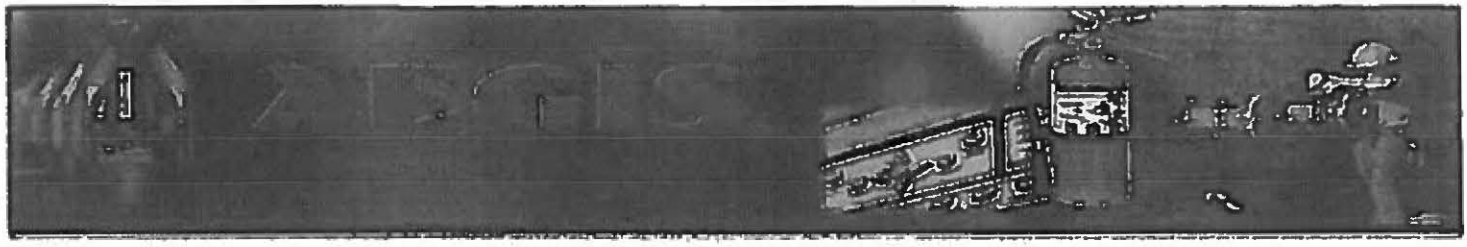
Date _____ Date _____

Signed Public Buildings Division By _____
Issuing Authority Date

Director of Public Works Date Assistant Counsel Date

Chief Procurement & Supply Officer Date Mayor Date

Director of Administration & Finance Date Corporation Secretary Date



156 Industrial Loop South - Orange Park, Florida - 32073
Phone (904) 215-9669 - Fax (904) 215-7779

January 29, 2019

City Of Jacksonville
555 West 44th Street
Jacksonville FL

Attn: Lamar Heard

RE: Replacement of pipe in Library Parking Garage

Thank you for allowing AEGIS Fire & Integrated Services the opportunity to replace all bad piping on the Library Parking Garage.

AEGIS Fire and Integrated Services proposed to provide the labor, materials and supervision for the following items:

The replacement of a total linear feet= 2,953ft of 1.5" galvanized sprinkler pipe.
At $25.39 a lft.
Total - $75,000.00

Based on our current inspection results there will be no further change orders necessary for the Library Parking Garage fire sprinkler system.

The total price for this project is ($75,000.00)
This is marked down from original signed contract which was set @ $285.00 per linear Ft
Which was estimated over $700,000.00

Once again, thank you for allowing AEGIS Fire & Integrated Services the opportunity to provide you with this quote. Should you have any questions, please feel free to contact me at (904) 215-9669 or on my cell at (904) 271-0933. If this proposal is acceptable, please sign below and return via email @ aknight@aegisfis.com or fax 904-215-7779.

Best Regard,

Adam Knight

Adam knight
AEGIS Fire & Integrated Services, LLC

With my signature below, I give AEGIS FIS the approval to proceed with the above noted work in accordance with the terms and quoted price.

Signature _____ Date _____

AEGIS Fire and Integrated Services, LLC

General Terms and Conditions of Sale

I. This quote is valid for thirty (30) days from above date after which prices are subject to change.

II. TERMS OF PAYMENT - Terms of payment shall be Net 10 Days from invoice date. BUYER shall be liable for payment of interest at the rate of 1.5% per month on any amount past due.

III. CANCELLATION AND CHANGES - On any order are subject to charges to the BUYER and are dependent upon circumstances at the time including freight and shipping costs and any restocking fees that may apply. TERMINATION of a service contract or agreement by either party may occur if either party has failed to perform a material portion of its duties under the contract including payment or performance, has been notified of such breach and has not corrected the breach within 14 days from written notification. In the event of insolvency, sale or bankruptcy of either party the contract or agreement may terminate upon notice should it become overly burdensome to continue operations with the new circumstances. In that event charges for all work performed, services rendered and specific materials ordered for the site to the termination date will be invoiced to BUYER.

IV. RETURNS - No items may be returned to SELLER without written approval and shipping instructions. All returns are subject to charges which will vary in accordance with the conditions e.g. standard or special product, stocking or non-stocking item, quantity, etc.

V. ACCEPTANCE - Any contract resulting from a quotation is subject to acceptance by SELLER in writing at its Orange Park or Atlanta offices. Regardless of any other terms and conditions set forth in documents prepared by the BUYER the terms and conditions set forth herein are those agreed upon by SELLER and BUYER unless specific changes or additions are agreed to in writing and signed by an officer of SELLER. Signature by SELLER on BUYERS purchase order acknowledgment form does not constitute acceptance of the terms and conditions thereon. It constitutes only acknowledgement of physical receipt thereof and does not in any way connote agreement with any other terms and conditions other than those herein.

VI. WARRANTY

A. All equipment manufactured by others but sold by SELLER shall carry only such warranty as the manufacturer may give to SELLER and SELLER expressly passes on such warranty to BUYER. Such warranty may exclude merchantability and fitness for particular purpose and may limit both consequential and incidental damage.

B. Equipment manufactured or assembled by SELLER is warranted to the original purchaser to be free from defects in materials or workmanship for a period of twelve (12) months from the date such products are shipped to the BUYER.

C. In the event this order covers a "system" designed by SELLER, SELLER warrants the equipment designed and manufactured by SELLER to perform the mechanical function expressly stated in the quotation, provided the equipment is maintained and operated without abuse, by competent personnel and in accordance with instructions. The warranty is not applicable to damage caused by natural elements after delivery. The warranty shall not apply to performance facts affected by misstatement or omission of pertinent facts by BUYER.

D. The liabilities of SELLER under its warranty provided by B and C shall be strictly and exclusively limited to furnishing materials required for replacement parts FOB point of manufacture, provided prompt notification in writing is given to SELLER. Failure of performance only to the specific standards set forth in the specifications shall be deemed a defect under this provision. This warranty shall terminate in the event of resale or alteration made or commenced by other than SELLER without prior written approval of SELLER.

E. Equipment serviced or repaired by the SELLER is warranted for 30 days including parts and labor against defects in the materials and workmanship provided unless specifically otherwise stated .THIS WARRANTY IS MADE IN LIEU OF OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY.

VII. ERRORS - SELLER reserves the right to correct any typographical or clerical errors which may be present in the prices, specifications, or acknowledgment.

VIII. DAMAGES - SELLER shall not be liable or responsible for CONSEQUENTIAL DAMAGES or INCIDENTAL DAMAGES for any cause arising out of or in connection with this agreement including but not limited to claims based on downtime, overhead, labor, damage to machinery, interruption or spoiled production loss or profit, accident or injury.

AEGIS Fire and Integrated Services, LLC

General Terms and Conditions of Sale

IX. DELAYS - SELLER shall not be responsible for delay in delivery or any other non-performance of this agreement due to causes beyond its control, labor disputes or any other similar or dissimilar causes including but not limited to transportation availability, material shortage, delay in delivery or failure to deliver by SELLERS suppliers.

X. SHORTAGES - No claim for shortages or error will be considered unless submitted in writing to SELLER within five (5) days after receipt of shipment by BUYER.

XI. LITERATURE - SELLER assumes no liability as to the accuracy or content of any advertising material or reference literature. Advertising materials are submitted solely for the purpose of illustration and do not constitute any term of the proposal or sale.

XII. WAIVER - Failure of SELLER to insist upon strict performance of its written undertakings shall not be construed as a waiver of any other terms or conditions contained herein or as precedent for subsequent orders.

XIII. COMPLIANCE WITH LAWS - During the performance of this contract, except as stated in IX above, it will comply with the provisions of all Federal, State, and Local laws and regulations from which liability may accrue to BUYER from any violation thereof, including the Fair Labor Standards Act of 1938 as amended. This order shall not be considered to be subcontract under any government contract unless the BUYER specifically states in writing. In such event, the BUYER and SELLER agree to negotiate with respect to the terms and conditions in addition to the above which shall be included in such government contract.

XIV. APPLICABLE LAW - Any contract resulting from this quotation shall be governed by the laws of the State of Florida.

ADMINISTRATIVE AWARD
BID No.: CF-0210-18

DESCRIPTION OF GOODS/SERVICES: Recommend approval of award to the only one responsive, responsible bidder Aegis Fire & Integrated Services, LLC. in the amount of $172,388.00 to provide all labor, materials, tools and equipment for the completion of MAIN LIBRARY PARKING GARAGE SPRINKLER SYSTEM REPAIR-REBID, as per specifications, plans and drawings. Bid Alternate No.1 will be added by change order..

FUNDING SOURCE: PWCP32EPB519-06505-PL0009-07 -- $172,388.00
To be executed by formal contract.

Bonds are formally waived.

FOR AGENCY/DEPARTMENT: Public Works

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: 14 **NUMBER FIRMS BIDDING:** 1

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

RECOMMEND AWARD TO: Aegis Fire & Integrated Services, LLC.

CONCURRENCE BY: Roy Birbal, CFM, Chief

PRICE: $172,388.00 **TERMS:** Net 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Buyer
7/23/2018
Date

Manager of Purchasing Svcs, Asst.
7/24/2018
Date

APPROVAL:

Gregory Pease, Chief, Procurement Division Date 7/24/18

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  QWS3270X   2/7/2019  2:07 PM
FAML6350 V5.1              **    NW COJ FAMIS PRODUCTION      **     02/07/2019
LINK TO:                       ACCOUNT SUMMARY INQUIRY                   2:07 PM

FISCAL MO/YEAR  : 05 2019                                CURRENCY CODE :
INDEX CODE      : PWCP32EPB519  PW PUBLIC BLDGS CAPITAL PROJECTS (F5190)
SUBOBJECT       : 06505         OTHER CONSTRUCTION COSTS
PROJECT         : PL0009        MAIN LIBRARY
PROJECT DETAIL  : 07            PARKING GARAGE SPRINKLER SYSTEM REPAIR
GRANT           :
GRANT DETAIL    :
USER CODE       :
-------------------------------------------------------------------------------
S                                 FEB  2019    ANNUAL BALANCE ALL YEARS BALANCE
  ESTIMATED REVENUES                    .00               .00               .00
  REVENUES                              .00               .00               .00
    UNREALIZED REVENUES                 .00               .00               .00
  BUDGET                                .00               .00        250,000.00
  EXPENDITURES                          .00         38,800.00         38,800.00
  ENCUMBRANCES                          .00        -38,800.00        133,588.00
  PRE-ENCUMBRANCES                      .00               .00               .00
    REMAINING BALANCE                   .00               .00         77,612.00
F1-HELP      F2-SELECT                 F4-PRIOR     F5-NEXT
                         F9-LINK      F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED
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	Aegis Fire & Integrated Services, LLC	
CF-0210-18		
7/24/2018	$172,388.00	Award
Pending	$75,000.00	Change Order #1

$247,388.00 Total Award