SUBJECT: TRAFFIC SIGNAL UNIT PRICE CONSTRUCTION COUNTYWIDE

BID#: CS-0240-19 **OPEN DATE: 10/24/19**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – From date of award through September 30, 2021

AGENCY: TRAFFIC ENGINEERING

BASIS OF AWARD: TOTAL BASE BID TO THE LOWEST RESPONSIVE, RESPONSIBLE PRIMARY AND SECONDARY BIDDERS

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED 3 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the lowest responsive, responsible primary vendor, James D. Hinson Electrical Contracting, Co. and secondary vendor, Traffic Control Devices, Inc. Period of service will be from date of award through September 30, 2021. Total estimated annual expenditure for James D. Hinson in the amount of $1,000,000.00 and Traffic Control Devices, Inc. in the amount of $1,000,000.00. Total expenditure not to exceed $2,000,000.00.

Funding Source: Various Accounts - To be encumbered by purchase orders

Attachments: Recommendation Memo, Tabulation and Scope of Work

Analyst: _____ Annette Burney

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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(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 _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Traffic Engineering Division
1007 Superior Street
Jacksonville, FL 32254
(904) 255-7533
www.coj.net

November 7, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Christopher W. LeDew, P.E.
Chief, Traffic Engineering

SUBJECT: Award – Traffic Signal Unit Price Construction Countywide
Bid No.: CS-0240-19
Bid Open Date: October 24, 2018
Award Amount: $2,000,000.00

The Department of Public Works has reviewed the three (3) bids received on the referenced project for accuracy and compliance with the contracts documents. The three contractors that bid have been reviewed and meet requirements. James D. Hinson Electrical Contracting Company is the lowest bidder and Traffic Control Devices, Inc. is the second low bidder. Based on the scope of work identified in Section 30 of the specifications, the City will issue no more than three (3) work orders at a time to each contractor. The City will issue work orders based on satisfactory completion and acceptance of work completed.

Accordingly, this is to recommend award to James D. Hinson Electric Contracting Company, as the Primary Contractor for a not to exceed amount of $1,000,000.00 and to Traffic Control Devices, Inc. in the not to exceed amount of $1,000,000.00 for the Secondary Contract and will be funded by the issuance of various purchase orders as funding allows.

Total funding for this project will be by purchase order release as follows: PWTE011-03410, PW0002, PW0014, PW0057, PW0092-03, PW0235, PW0328, PW0367, PW0381-03, and PW0419.

Attachments

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BID TABULATION SHEET

PQ- HORIZONTAL

BID TITLE: Traffic Signal Unit Price Construction Countywide BID NO. CS-0240-19 OPEN DATE: 10/24/2018 ANALYST: Annette Burney, Purchasing Analyst No. Invited: (4) No. Received (3) No Bids: (0)		James D. Hinson Electrical Contracting Co.	American Lighting & Signalization LLC	Traffic Control Devices, Inc.
ITEM	DESCRIPTION			
1	Installation of traffic signal devices at various locations in Duval County			
	TOTAL BASE (ITEMS 1-236)	$ 12,473,897.20	$ 16,518,675.00	$ 13,019,379.00
	CONFLICT OF INTEREST:	Y	Y	Y
	BID BOND:	Y	Y	Y
	FDOT	Y	Y	Y
	ADDENDUM(S) (3)	Y	Y	Y

TRAFFIC SIGNAL UNIT PRICE CONSTRUCTION COUNTY WIDE
SECTION 30

SCOPE OF WORK

30.1 Scope: This contract is for the installation of traffic signal devices at various locations in Duval County, Florida. Specific project locations and designs will not be known at the time of letting, and will be determined during project development. The City will issue no more than three (3) work orders at a time, to each contractor. The City will issue work orders based on satisfactory completion and acceptance of work completed. The City and their staff will be responsible for providing a signal design package to the Contractor for each location through a work order. During the design phase of each work order the Contractor will attend field meetings with the designer, including a design kickoff meeting and utility coordination meeting. Upon completion of the design, the Contractor will be provided a traffic signal design package for each individual location which will include the applicable pay items and quantities, and plan drawing. The City reserves the right to select and distribute work to be performed.

Work consists of furnishing all labor, materials, and equipment and performing all operations necessary to furnishing all labor, materials and equipment, for the construction of traffic control devices or the replacement of defective, obsolete or damaged traffic control devices. This is including but not limited to the installation of concrete signal poles, installation of span wire, mast arms, traffic signal head assemblies, control cabinets, vehicle detection loops, interconnect conduit and/or fiber optic cable including terminations, signal cables, electrical power services, and installation of overhead and shoulder mounted traffic control signs. The unit price description of each work effort will specify whether the work to be performed will be done with material or equipment that is supplied by the City of supplied by the contractor. All conduit, loop wire, signal cable and span wire will be provided by the contractor.

30.2 Location: This project is located within the limits of the City of Jacksonville, Florida and confined to the publicly owned right-of-way easements or properties associated with each project site. The sites or roadway segments are at various locations throughout the city. The City reserves the right to add or delete sites or roadways from the project as needed. It is anticipated that some sites or roadways will be along an identified corridor or within an area or zone; therefore, the Contractor may be able to work concurrently at several locations.

30.3 Intent It is the intent of these Contract Documents to establish in advance of issuing a purchase order, the Contract Unit Price for all items or work and materials which may be needed to construct traffic signals or other such work as required by the City; such items which will be described in a purchase order and will be used to determine compensation for all work covered by the purchase order. These

specifications are intended to establish the standard construction methods and criteria necessary for completion of the work including but not limited to:

1. Pavement Construction
2. Earthwork
3. Maintenance of Traffic
4. Traffic Signalization
5. Signing and Pavement Marking
6. Sodding

It is not the intent of these Contract Documents to minutely define the mode and fabric of construction of this project, but rather to set forth reasonable and rational criteria for the construction thereof.

30.4 Budget and Quantity of Work: The quantity of work to be performed on this project will be determined by the City and specified in each purchase order. Incidental or emergency work such as pole replacement, cabinet replacement, or replacement of damaged signal equipment may be required. However, the City does not guarantee a minimum amount of work to be awarded.

The quantities of work indicated in the proposal or the budget amount in these or any City document are not considered either a minimum or maximum amount of work to be performed, but do represent the best estimate of the work expected to be awarded and performed by this project.

B. BASIS OF AWARD

The contract may be awarded to the lowest responsive, responsible primary and secondary vendors for the lump sum base bid plus elected alternates contingent on the availability of funds within the project's budget. If selected by the City, alternate bid items will be awarded in the order of priority listed (i.e. -1,2,3…). It is the intent to award all work under this contract to the primary vendor. If it is determined the primary vendor is unable to perform the project, fail to notify the City within 24 hours of scheduled work; the project may be issued to the secondary vendor at the discretion of the City Traffic Engineer.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to disregard all nonconforming, non-responsive or conditional Bids. In evaluating Bids, the City may consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and Unit Prices if requested in the Bid forms. The City reserves the right to reject the Bid of any Bidder who does not pass the evaluation to the City's satisfaction.

C. REVISIONS OF BID PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the ENGINEER at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

D. CONTRACT EXPIRATION DATE

The Contract expiration date shall be established 120 calendar days after the scheduled construction completion date in order to comply with Executive Order 2013-05.

E. BID CHANGES

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

F. CONSTRUCTION COMPLETION

The intent of this contract is that the Contractor provides TRAFFIC SIGNAL UNIT PRICE CONSTRUCTION COUNTY WIDE service during the period of Fiscal years 2019, 2020, and 2021 (October 1, 2019 through September 30, 2021). The Contractor shall begin work within ten (10) calendar days, including Sundays and holidays, after issuance of a Blanket Order or Purchase Order from the City. No Blanket Orders or Purchase Orders will be issued under this Contract after September 30, 2019 unless the Contract is renewed. The active Contract will expire 120 days thereafter. All work started under a Blanket Order or Purchase Order shall be completed by the expiration date. By mutual agreement of both parties, provided funds are available, the Contract may be extended two years (2) times for a period of one (1) year each. Each extension amendment of the contract will be amended prior to September 30th of the current contract fiscal year. Based upon the agreement of all parties, the Contract Unit Prices may be adjusted at the time of renewal based on the stated Consumer Price Index (CPI) for

All Urban Consumers - South Region All Items, (Series CUURO300SAO), over the preceding twelve (12) months from the date of Contract Award. The adjusted Contract Unit Prices will be calculated using the current Contract Unit Prices and adjusting them by the amount of the stated CPI. The subsequent optional renewals, if both the CITY and the CONTRACTOR agree, may also include a Contract Unit Price adjustment based on the CPI for the preceding twelve months from the award date of the second contract. Contract Unit Prices will be adjusted by applying the CPI to the previously adjusted Contract Unit Prices for the first renewal option.

G. SUBMITTAL STATEMENT

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

The undersigned Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

The undersigned Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder certifies that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Jacksonville Ordinance Code, and the provisions of the purchasing Code contained in Chapter 126, Jacksonville Ordinance Code.

The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract. This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY.