

Hardee County Public Schools School Board Agenda Analysis

15.02

Author(s): Rob Krahl, Director of Educational Facilities

Date: September 10, 2015

Subject: Approval of Contract to replace the roof at old HJH

Background Information: At the Boards request, we advertised for bids on the roof replacement of the old Hardee Junior High. It was advertised in the Herald Advocate on August 6, 2015. A mandatory pre-bid was held on August 17, 2015. The meeting was conducted by our roofing consultant Scott Bonk, and seven contractors attended.

Bids were received and opened on August 31, 2015 Five of the seven contractors responded. Crowther Roofing & Sheet Metal was the low bidder at \$414,900. This amount is over our original estimated budget, due to the complexity and other added factors. With that in mind we asked our consultant to negotiate with Crowther, and he successfully got the price reduced to \$399,800.00. That is a savings of \$15,100.00

Crowther has done multiple projects for us in the past, and always done an excellent job. If we want to preserve this building for future renovation, we should do this to prevent further deterioration.

Administrative Consideration (include F.S., Rule, Authority, etc.):

Primary reference: State Board Rule

Fiscal Impact: \$399,800 from 2015-16 capital outlay tax funds. Here is the potential impact on 2015-16 capital outlay tax funds if this contract is approved:

<u>2015-16 Capital Outlay Tax Fund</u>	<u>Current</u>	<u>Revised?</u>
One bus	120,000	117,127
Stadium concrete bleacher renovation	100,000	100,000
HVAC renovation- coil at Sr. High building 300	15,627	15,627
HVAC renovation as needed	84,373	84,373
Old Jr. High re-roof- Bonk & Assoc. consultants	34,900	34,900
Old Jr. High re-roof- contractor	315,000	399,800
Reserves	<u>98,247</u>	<u>16,320</u>
Total for 2015-16 capital outlay tax fund	<u>768,147</u>	<u>768,147</u>
Reserves in other capital outlay funds	448,124	448,124

Director of Finance signature:

Superintendent's Recommendation to School Board: Recommend approval of Crowther Roofing & Sheet Metal's revised bid price of \$399,800 to replace the roof at the old Jr. High.

Action Agenda

Consent Agenda

Rob

BOARD ACTION

9/10/15

Approved

ROOFING ● SHEET METAL ● DECK CONTRACTORS

September 2, 2015

Hardee County School Board
1009 North 6th Avenue
Wauchula, Florida 33873

Re: Old Hardee Junior High School

To whom it may concern,

We appreciate the opportunity to be considered for the Old Hardee Junior High Project. Per discussions following the bid opening Crowther Roofing and Sheet Metal would request that the following items be reflects as part of our bid.

1. Total project cost has been revised to, \$399,800.
2. Project duration will be 60 days, weather permitting and excluding any unforeseen existing conditions.
3. Anticipated start date is October 1, 2015.

Sincerely,

CROWTHER ROOFING AND SHEET METAL OF FLORIDA, INC.



Lee S. Crowther
Chief Executive Officer

BID TABULATION

DATE: August 31, 2015

PROJECT: Old Hardee Junior High School
200 South Florida Avenue
Wauchula, Florida 33928

Contractor	Base Bid	Total	Unit Cost for Unforeseen Deteriorated Components		Calendar Days for Completion	Addendum
			Labor Rate	Overhead Percentage		
L. Cobb Construction, Inc.	NO BID	0	0	0	0	0
Advanced Roofing, Inc.	417,889	417,889	45.00	15%	60	YES
Nations Roof, LLC	NO BID	0	0	0	0	0
Latite Roofing & Sheet Metal, LLC	470,925	470,925	65.00	30%	60	YES
Atlas Apex Roofing, LLC	440,000	440,000	48.00	15%	90	0
Triple M Roofing Corp.	537,650	537,650	82.50	15%	60	YES
Crowther Roofing & Sheet Metal of Florida, Inc.	414,900	414,900	75.00	25%	90	YES

opened by: *Santana Spoor*
REC Kroll
Paul Skynner

BOARD ACTION
9/10/15
Approved

AIA DOCUMENT A101-2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a **STIPULATED SUM**

AGREEMENT made as of the _____ day of _____ in the year **2015**.

BETWEEN the Owner: *(Name, address and other information)*

Old Hardee Junior High School
1009 North 6th Avenue
Wauchula, Florida 33873

and the Contractor: *(Name, address and other information)*

Crowther Roofing and Sheet Metal of Florida, Inc.
2543 Rockfill Road
Fort Myers, Florida 33916

For the following Project: *(Name and detailed description)*

Flat Roof Replacement and Partial Shingle Replacement

The Architect: *(Name, address and other information)*

Consultant: Scott D. Bonk & Associates, Inc.
11217 Surrey Place
Fort Myers, Florida 33919

The Owner and Contractor agree as follows:

Replace the Flat Roofing System and Partial Shingle Replacement , as specified.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1. THE CONTRACT DOCUMENTS
2. THE WORK OF THIS CONTRACT
3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4. CONTRACT SUM
5. PAYMENTS
6. DISPUTE RESOLUTION
7. TERMINATION OR SUSPENSION
8. MISCELLANEOUS PROVISIONS
9. ENUMERATION OF CONTRACT DOCUMENTS
10. INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. October 1, 2015 (insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows: _____

Init.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) days, weather permitting, from the date of commencement, or as follows: _____ (Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of Commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three hundred ninety nine thousand eight Hundred Dollars (\$399,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable)

<u>Item</u>	<u>Labor Rate</u>	<u>Overhead Percentage</u>
Unforeseen Deteriorated Components	\$75.00	25%

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price)

<u>Item</u>	<u>Price</u>
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: _____

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth (10th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Five (5) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007, General Conditions of the Contract for Construction.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:


ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any)

§ 8.3 The Owner's representative: *(Name address and other information)*

Consultant: Scott D. Bonk, President
Scott D. Bonk and Associates, Inc.
11217 Surrey Place
Fort Myers, Florida 33913

§ 8.4 The Contractor's representative: *(Name address and other information)*

Lee Scott Crowther
Crowther Roofing and Sheet Metal of Florida, Inc.
2543 Rockfill Road
Fort Myers, Florida 33916

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 8.6 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Pages</u>
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§ 9.1.4 The Specifications: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
	Project Manual for Flat Roof Replacement And Partial Shingle Replacement	05/08/15	55

§ 9.1.5 The Drawings: *(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

<u>Number</u>	<u>Title</u>	<u>Date</u>
7-050815-1	Cover Sheet	05/08/15
7-050815-2	Roof Plan	05/08/15
7-050815-3	Details	05/08/15
7-050815-4	Details	05/08/15
7-050815-5	Details	05/08/15
7-050815-6	Details	05/08/15
7-050815-7	Details	05/08/15

§ 9.1.6 The Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
One	08/24/15	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.


(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)


CONTRACTOR (Signature)

David Durastuti, Superintendent
(Printed name and title)

Lee S Crowther CEO
(Printed name and title)

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