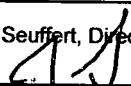
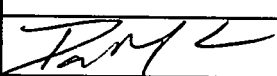


MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	NWRP Expansion Phase 1	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 24, 2012	DATE SUBMITTED/REVISED	January 10, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management / Purchasing	AUTHORIZED BY TITLE	Jim Seuffert, Director 
CONTACT PERSON TELEPHONE/EXTENSION	Deborah Carey-Reed, Purchasing x3074 Melissa Assha, Purchasing x3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Jeff Streitmatter, Interim Director Project Management x7335
ADMINISTRATIVE APPROVAL			

ACTION DESIRED

INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization to award Invitation for Bid #11-2872DC for North Water Reclamation Facility Expansion Phase 1 to the lowest responsive, responsible bidder, Mitchell & Stark Construction Co., Inc., Naples, Florida, in the amount of \$5,662,000 {for Alternate #2 and Bid "A" based on a three hundred sixty-five (365) calendar day completion}; and for the County Administrator or his designee to subsequently execute Contract with simultaneous dating of performance/payment bonds and acceptance of insurance certificates.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Manatee County Code of Laws, Chapter 2-26, Section 2-26-40

BACKGROUND/DISCUSSION

- This project consists of the rehabilitation and/or replacement of recirculation pumps in the anoxic/aeration basins, the plant drain pump station, plug and gate valves, the weir and sluice gates, and the lake storage intake structures; also the installation of gravity disk filters and a new chemical feed system at the North Water Reclamation Facility. McKim & Creed, a professional consultant to the County, provided design services for this project and will continue to assist with construction services.

Continued on page 2

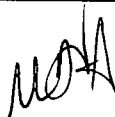
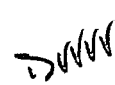
APPROVED IN OPEN SESSION

COUNTY ATTORNEY REVIEW

JAN 24 2012

Check appropriate box	<div style="text-align: right; font-size: small;">BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA</div> REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

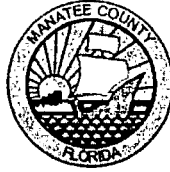
ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS: <i>MR 1/25/12</i>
1) Department Memorandum dated 12/29/11 2) Engineer's Recommendation dated 12/22/11 3) Tabulation 4) Proposed Contract	<i>cc: D.C. Reed</i> Original to Board Records and Mitchell & Stark Construction Co., Inc., 6001 Shirley Street, Naples, FL 34109. Signature Page to Deborah Carey-Reed/ Purchasing and Billie McLeod/ Project Mgmt Dept.
COST: \$5,662,000	SOURCE (ACCT # & NAME): 4066011283
COMMENTS: N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT) N/A

#1  

January 24, 2012 BCC Meeting
NWRP Expansion Phase 1

- Bid Alternate #2 provides for a new headwork's screen and conveyor which will bring great economic value to the wastewater plant by removing the most particles as early as possible to prevent operational problems later. Estimated start of construction is 03/09/2012 with completion within three hundred sixty-five (365) days for an estimated completion date of 03/09/2013.
- 10/03/2010 to 12/07/2010 appropriate bid procedures were followed. Bids were solicited via Demand Star and the Manatee Chamber of Commerce to more than nine hundred ninety-three (993) prospective bidders and suppliers. Of the nine hundred ninety-three (993) solicited firms, thirty-three (33) plan holders were local firms of which eight (8) are within Manatee County.
- Eight (8) firms submitted a bid for this Invitation for Bid. Two (2) of the bidders are local firms; there were no Manatee County firms responding.
- This project is funded under the American Recovery and Reinvestment Act, Recovery Zone Economic Recovery Bonds (RZ-EDBs).

MEMORANDUM



PUBLIC WORKS DEPARTMENT
Project Management
1022 26th Avenue E.
Bradenton, FL 34208

MANATEE COUNTY
FLORIDA

Phone: 941-708-7450
Fax: 941-708-7549
www.mymanatee.org

To: Melissa W. Assha, Interim Purchasing Official
From: Jeff Streitmatter, P. E., Interim Project Management Division Manager
Date: December 29, 2011
Subject: NWRP - Expansion Phase 1
Mitchell & Stark Construction, Inc.
Recommendation for Award - IFB 11-2872 DC

The bids for the above referenced project have been reviewed by staff. The bid tabulation form is attached for your review. It is recommended that the contract Base Bid "A" in the amount of \$5,193,000.00, with a construction time of 365 days and Alternate #2 Additive for Headworks Screen and Conveyor for Lump Sum of \$469,000.00 be awarded to the lowest responsive, responsible bidder, Mitchell & Stark Construction, Inc. for a Total Contract amount of \$5,662,000.00 in accordance with the terms and conditions of the bid package. Upon completion of project award, please provide a copy of the purchase order assigned to the contractor. The funding source for this contract is Sewer Facility Investment Fees and Utilities 2010B RZEDB Bonds.

Please contact Anthony Benitez, P. E., Project Engineer II if you have any questions regarding the attached documents.

Thank you for your continued assistance.

JS/ab

cc: Daniel T. Gray, Director, Utilities
Ron Schulhofer, Director, Public Works
Sia Malanazar, P.E., Deputy Director, Engineering Services
Anthony Benitez, P. E., Project Engineer II
Prony Bonaire Fils, Sr. Engineering Tech. w/attachments
Project File: 6011283 9.2

MANATEE COUNTY
PURCHASING
DEC 29 2011
P.M. 8 21



MCKIM & CREED

ENGINEERS

SURVEYORS

PLANNERS

December 22, 2011

01024-0143 (54)

Jeff Streitmatter, PE
Project Manager
Manatee County
1022-26th Avenue East
Bradenton, Florida 34208

**RE: NWRP Expansion Phase I
Bid Recommendation – IFB – 11-2872DC**

Dear Mr. Streitmatter:

Bids for the referenced project were opened on December 7, 2011. Based on the information provided to us by the County, the apparent responsive low bidder is Mitchell & Stark Construction, Inc. with a Total Base Bid "A" (365 Calendar Days completion) of \$5,193,000.00 and Total Base Bid "B" (425 Calendar Days Completion) of \$5,193,000.00

The Engineer's estimated construction cost total is \$6,100,000.00. All twelve (12) vendors were lower than the Engineer's estimated construction cost and ranged from \$5,193,000.00 to \$6,071,000.00. The apparent low bid of \$5,193,000.00 is approximately 15 percent below the engineering estimate. Please refer to the attached bid tabulation for the break down of the bids received.

Based on the information provided by the County, along with our reference checks for Mitchell & Stark Construction, Inc., we recommend that the County award the referenced project to Mitchell & Stark Construction, Inc. for the Total Base Bid "A" of \$5,193,000.00 and Alternate #2 Additive for Headworks Screen and Conveyor for Lump Sum of \$469,000.00 for a Total Contract amount of \$5,662,000.00.

1365 Hamlet Avenue

Clearwater, FL 33756

727.442.7196

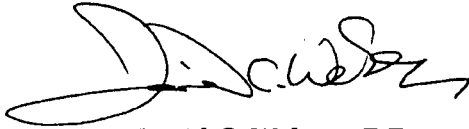
Fax 727.461.3827

www.mckimcreed.com

Page Two
December 22, 2011

Please feel free to contact me if you have any questions or need any additional information.

Sincerely,
McKim & Creed, Inc.

A handwritten signature in black ink, appearing to read 'D. Wehner', with a large, sweeping flourish at the end.

David C. Wehner, P.E.
Senior Project Manager

Enclosures: (1)

CC: Project File w/Encl.

SECTION 00500
**FORM OF AGREEMENT
 BETWEEN THE
 COUNTY OF MANATEE, FLORIDA
 AND THE CONTRACTOR AS IDENTIFIED BELOW**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and **MITCHELL & STARK CONSTRUCTON CO., INC.**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 6001 Shirley Street, Naples, Florida 34109 (Phone: 239-597-2165).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **11-2872DC NWRP Expansion Phase 1** in strict accordance with specifications and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Division, is responsible as the OWNER and McKim & Creed, hereinafter referred to as the ENGINEER, is responsible for technical/engineering reviews and decisions in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project during construction will be addressed to:

County of Manatee
 Project Management Division
 Attn: Anthony Benitez, P.E., Proj Eng II
 IFB #11-2873DC
 1022 26th Avenue East
 Bradenton, Florida, 34208
 Phone: 941-708-7450 extension 7333

McKim & Creed
 1365 Hamlet Avenue
 Clearwater, Florida 33756

Phone: 727/442-7196

Fax: 727/461-3827

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR's expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the IFB terms and conditions.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER's approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR's failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document IFB #11-2872DC
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers ___ to ___, inclusive.
- 4.5 CONTRACTOR's Bid Form and any other information submitted by Contractor prior to Notice of Award.
- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.

Signed in error

5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. 11-2872DC NWRP Expansion Phase 1), subject to additions and deductions as provided therein, the sum of Five Million, Six Hundred Sixty-two Thousand Dollars and Zero Cents (\$5,662,000) including Alternate #2 for Bid "A" based on Completion Time of 365 calendar days and the sum of \$2,514 as liquidated damages for each calendar day of delay.

MITCHELL & STARK CONSTRUCTON CO., INC.
CONTRACTOR

BY: _____
Signature

Type Name and Title of Signer

COUNTY OF MANATEE, FLORIDA

Approved by the Manatee County Board of County Commissioners:

BY: *John Clapp* _____ DATE: January 24, 2012
Chairman

Attest
Clerk of the Circuit Court:

BY: *Debra Jessner* _____ DATE: 1/24/12

