

MANATEE COUNTY GOVERNMENT SOURCE SELECTION

SUBJECT Manatee Beach Pier Demolition	DATE POSTED October 1, 2009 Date Posted on mymanatee.org 10/2/09 By: C. Richards
PURCHASING REPRESENTATIVE Deborah Carey-Reed, 941/749-3074	DATE CONTRACT SHALL BE AWARDED October 7, 2009
DEPARTMENT Property Management Department Darin Cushing, 941/749-3063	CONSEQUENCES IF DEFERRED Further delay of contract may jeopardize contractor's completion date before turtle nesting begins.
SOURCE RECOMMENDATION Invitation for Bid #09-2775DC	AUTHORIZED BY DATE R.C. "Rob" Cuthbert, CRM September 30, 2009

ACTION DESIRED

Authorization to award Invitation for Bid #09-2775DC, Manatee Beach Pier Demolition, to the most responsive, responsible vendor meeting specifications, Forristall Enterprises, Inc., Palmetto, Florida, in the amount of \$93,000 (including alternate bid to demolition approach ramp); and for subsequent execution of contract and simultaneous dating of performance/payment bonds and acceptance of insurance certification.

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, Manatee County Purchasing Ordinance Section 2-26-40, and the Standards and Procedures approved by the County Administrator

BACKGROUND/DISCUSSION

- Forristall Enterprises proposes accomplishing all work from land and will not require the use of a vessel in the waterway; this work method eliminates the marine insurance requirement. If circumstances warrant work from the waterway, Forristall's subcontractor, Coastal Marine Construction (Venice, Florida) will perform the work and possesses the required marine insurance.
- Construction must be completed by mid-January so not to interfere with any sea turtles that may begin early nesting in the work area (nesting season begins during the month of May).
- 07/16/09 to 08/11/09 appropriate bid procedures were followed. Bids were solicited via Demand Star to 636 prospective bidders and suppliers. Fifty-one firms, including 18 local firms, requested the Bid Document and 17 bids were received of which 8 were local firms. Estimated start of construction is 10/12/09 with completion no later than 01/15/10.
- The funding source for this project is Capital Projects.

SUMMARY RESULTS: Total includes Alternate

THREE LOWEST BIDS: (tabulation of all bids attached)

Forristall Enterprises, Palmetto, FL \$93,000
Spectrum Underground, Sarasota, FL \$133,520
Shoreline Foundation, Pembroke, FL \$175,400

MANATEE COUNTY BIDS:

Forristall Enterprises, Palmetto, FL \$93,000
All American Concrete, Bradenton, FL \$190,000
Woodruff & Sons, Bradenton, FL \$273,860

ATTACHMENTS: (List in order as attached)

- 1) Department Recommendation
- 2) Tabulation of Bids
- 3) Proposed Contract

INSTRUCTIONS:

N/A

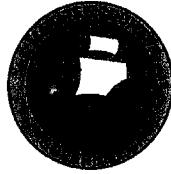
COST \$93,000

SOURCE (ACCT# & NAME) 3126053502

COMMENTS N/A

**AMT./FREQ. OF RECURRING COSTS
(ATTACH FISCAL IMPACT STATEMENT)** N/A

MEMORANDUM



Property Management Department
Construction Services Division
1112 Manatee Avenue West, Ste 868
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941-749-3005
Fax: 941-749-3018
www.mymanatee.org

To: Melissa Assha, Contracts and Buyer Manager
Purchasing Division

From: Charlie Bishop, Deputy Director *CB*
Property Management Department

Date: September 30, 2009

Subject: Recommendation of Bid Award
Demolition of Manatee Public Beach Pier

The bids for the above referenced project have been reviewed by the appropriate staff and found to be acceptable. It is recommended that the contract be awarded to the lowest responsive, responsible bidder, Forristall Enterprises, in the amount of \$93,000, which includes the alternate of demolishing the Approach Ramp, in accordance with the terms and conditions of the bid package. The funding source for this contract is 312-6053502.

Please contact Darin Cushing, Project Manager, if you have any questions regarding the attached documents.

Thank you for your continued assistance.

Cc: Tom Yarger, Construction Services Projects Supervisor
Charlie Hunsicker, Director, Natural Resources
Deborah Carey-Reed, Contracts Buyer
Project File:

MANATEE COUNTY
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PUBLIC WORKS

MANATEE COUNTY PURCHASING - BID TABULATION
IFB #09-2775DC MANATEE BEACH PIER DEMOLITION

	All American Concrete Bradenton FL	BG Group LLC BocaRaton FL	Cross Environmental Crystal Springs	Duncan Seawall Dock Sarasota FL	FL Marine Construction Matlacha FL	Forristall Enterprises Palmetto FL	Kelly Brothers Ft Myers FL	Lovin Constru Bradenton FL	Marine Contracting PuntaGorda FL
Pier Demolition & Debris Removal	\$ 155,000.00	\$ 391,000.00	\$ 237,000.00	\$ 208,175.00	\$ 233,607.00	\$ 67,700.00	\$ 127,225.00	\$ 247,400.00	\$ 174,897.00
Discretionary	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BID PRICE	\$ 180,000.00	\$ 416,000.00	\$ 262,000.00	\$ 233,175.00	\$ 258,607.00	\$ 92,700.00	\$ 152,225.00	\$ 272,400.00	\$ 199,897.00
Work Dates: Start 11/01/09; Complete 01/15/10									
ALTERNATE: Demolition of Approach Ramp	\$ 10,000.00	\$ 40,000.00	\$ 17,600.00	\$ 1,800.00	\$ 2,640.00	\$ 300.00		\$ 8,000.00	\$ 3,500.00

	Marlin Marine Construction Homosassa	MarSac Development Bradenton FL	Misener Marine Construction Tampa FL	National Salvage&Svc Clear Ck IN	PAW Materials Inc Hudson FL	Shoreline Foundaton Pembroke Pk	Spectrum Underground Sarasota FL	Woodruff & Sons Bradenton FL
Pier Demolition & Debris Removal	\$ 198,999.00	\$ 625,000.00	\$ 220,783.00	\$ 148,400.00	\$ 197,000.00	\$ 135,602.00	\$ 107,320.00	\$ 248,360.32
Discretionary	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BID PRICE	\$ 223,999.00	\$ 650,000.00	\$ 245,783.00	\$ 173,400.00	\$ 222,000.00	\$ 160,602.00	\$ 132,320.00	\$ 273,360.32
Work Dates: Start 11/01/09; Complete 01/15/10								
ALTERNATE: Demolition of Approach Ramp	\$ 7,900.00	\$ 3,000.00	\$ 1,617.00	\$ 2,000.00	\$ 2,500.00	\$ 15,200.00	\$ 1,200.00	\$ 500.00

JK

**FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE**

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 **FORRISTALL ENTERPRISES, INC.** hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at 3404 17th Street East, Palmetto, Florida 34221 (Phone: 729-8150).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **09-2775DC Manatee Beach Pier Demolition** in strict accordance with specifications and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. CONTRACT ADMINISTRATION

The County of Manatee, Construction Services Division, is responsible as the OWNER and Coastal Planning & Engineering, Inc., hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Property Management Division
Attn: Darin Cushing, Project Manager
IFB 09-2775DC
1112 Manatee Avenue West, Suite 868
Bradenton, Florida, 34205
Phone: 941/749-3052

Where the term OWNER is 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 terms and conditions of the Bid.
- 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 #09-2775DC
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers 1 to 2, 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.

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. 09-2775DC Manatee Beach Pier Demolition**), subject to additions and deductions as provided therein, the sum of Ninety-three Thousand Dollars and Zero Cents (\$93,000) with a completion date no later than January 15, 2009 and the sum of \$580 as liquidated damages for each calendar day of delay.

FORRISTALL ENTERPRISES, INC.

CONTRACTOR

BY: _____
Signature

Type Name and Title of Signer

Date: _____

On Behalf of the County Administrator,
Manatee County Government

PROPERTY MANAGEMENT DEPARTMENT
DEPARTMENT

BY: _____
Signature

Name & Title of Signer

Date _____

Authorized on _____, _____ 20_____