

MANATEE COUNTY GOVERNMENT SOURCE SELECTION

SUBJECT (Palmetto Transit) Park and Ride Station	DATE POSTED February 7, 2011 Date Posted on mymanatee.org _____ By: _____						
PURCHASING REPRESENTATIVE Deborah Carey-Reed, 941/749-3074	DATE CONTRACT SHALL BE AWARDED February 4, 2011						
DEPARTMENT Property Management Department	CONSEQUENCES IF DEFERRED N/A						
SOURCE RECOMMENDATION Request For Quotation #11-0334DC	AUTHORIZED BY DATE R.C. "Rob" Cuthbert, CPM February 7, 2011						
ACTION DESIRED							
<p>Authorization to award Request for Quotation #11-0334DC, consisting of site improvements and parking lot construction for the (Palmetto Transit) Park and Ride Station, to the most responsive, responsible vendor meeting specifications, Manasota Commercial Construction Co., Inc., Bradenton, Florida, in the amount of \$214,361 (for Bid "B" – 120 contract days); and for subsequent execution of contract and simultaneous dating of performance/payment bonds and acceptance of insurance certification.</p>							
ENABLING/REGULATING AUTHORITY							
<p>Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)</p> <p>Ordinance 99-37, Resolution R-01-36, Section Three (pertaining to Category Three)</p>							
BACKGROUND/DISCUSSION							
<ul style="list-style-type: none"> • This project consists of the construction of 56 vehicle parking spaces, storm water improvements, lighting, and other site improvements for a vehicle Park and Ride at the existing Palmetto Transit Station. Schenkel Shultz Architecture, a professional consultant to the County, designed this project and will provide administration services during construction. • 12/21/10 to 01/12/11 This Request For Quotation was solicited on the Manatee County website. Eight firms requested quote documents and seven bids (all local) were received. Estimated start of construction is 02/28/2011 with completion within 120 days for an estimated completion date of 06/28/2011. • This project is funded by the Federal Transit Administration. 							
SUMMARY RESULTS: Bid "A" including Alternate #2							
<p>THREE LOWEST BIDS: (tabulation of all bids attached)</p> <table style="margin-left: 40px;"> <tr> <td>Manasota Commercial, Bradenton</td> <td>\$214,361</td> </tr> <tr> <td>DeLesline Construction, Palmetto</td> <td>\$216,070</td> </tr> <tr> <td>Superior Asphalt, Bradenton</td> <td>\$227,875</td> </tr> </table>		Manasota Commercial, Bradenton	\$214,361	DeLesline Construction, Palmetto	\$216,070	Superior Asphalt, Bradenton	\$227,875
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DeLesline Construction, Palmetto	\$216,070						
Superior Asphalt, Bradenton	\$227,875						
ATTACHMENTS: (List in order as attached)	INSTRUCTIONS:						
1) Department Recommendation 2) Tabulation of Bids 3) Proposed Contract	N/A						
COST \$214.361	SOURCE (ACCT# & NAME) 4350012000						
COMMENTS N/A	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A						

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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.nymanatee.org

To: Melissa Assha, Contracts and Buyer Manager
Purchasing Division

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

Date: January 26, 2011

Subject: Transit Park & Ride, Palmetto, FL.
Recommendation to Award

The bids for the above referenced project have been reviewed by both Manatee County Property Management and Community Services Transit staff. The bid tabulation form is attached for your review. It is recommended that the contract for the Transit Park & Ride in Palmetto, FL. be awarded to the lowest responsive, responsible bidder, Manasota Commercial Construction Co., Inc., for the Alternate Bid "B" (120 days) in the amount of \$214,361.00 in accordance with the terms and conditions of the bid package RFQ#11-0334DC.

The funding source for the contract is 435-0012000.

Please contact Howard Leyo, if you have any questions regarding the attached documents.

Thank you for your continued assistance.

cc: Tom Yarger, Construction Services Division Manager
Brenda Rogers, Director, Community Services
Ralf Heseler, Transit Division Manager
R. C. "Rob" Cuthbert, C.P.M., Purchasing Manager
Howard Leyo, Project Manager *HL*
Eric Angersoll, Construction Services Inspector

Project File: 60035 1.1

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SCHENKELSHULTZ
UCD ARCHITECTURE INC.

January 19, 2011

Mr. Tom Yarger, PMP
Division Manager, Construction Services
Property Management Dept.
1112 Manatee Ave., Suite 803
Bradenton, FL 34205

Re: 1020805-07 Manatee County Park and Ride Bid Review

Dear Tom:

Schenkel Shultz and ZNS received and reviewed the bid for the above captioned project. It is our opinion, with the information presented to our team, that we find the lowest apparent qualified bidder to be awarded this project contract.

Qualified low bidder appears to be Manasota Commercial Construction CO., Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth G. Dean", with a long horizontal line extending to the right.

Kenneth G. Dean, AIA
Principal

SCHENKELSHULTZ

BID TABULATION

TRANSIT PARK & RIDE




COMMISSION NUMBER: 1020805
OWNER: MANATEE COUNTY

PAGE 1 of 2
DATE OPENED: 01.12.2011, 3PM

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NO.	NAME OF BIDDER	BID ITEM #1	BID ITEM #2	BID ITEM #3	BID ITEM #4	BID ITEM #5	BID ITEM #6	BID ITEM #7	BID ITEM #8	DISCRETIONARY WORK	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	BASE BID AMOUNT	RANK
1	CANIO CONSTRUCTION LLC														
	QUOTE A:	\$18,680	\$19,100	\$39,350	\$60,850	\$49,200	\$33,725	\$32,825	\$11,975	\$25,000	Y	Y	Y	\$290,705	7
	QUOTE B:	\$18,680	\$19,100	\$39,350	\$60,850	\$49,200	\$33,725	\$32,825	\$11,975	\$25,000	Y	Y	Y	\$290,705	6
2	DE LESLINE CONSTRUCTION INC														
	QUOTE A:	\$5,162	\$4,877	\$41,546	\$52,473	\$37,910	\$14,671	\$27,797	\$6,634	\$25,000	Y	Y	Y	\$216,070	2
	QUOTE B:	\$5,162	\$4,877	\$41,546	\$52,473	\$37,910	\$14,671	\$27,797	\$6,634	\$25,000	Y	Y	Y	\$216,070	2
3	GATOR GRADING & PAVING LLC														
	QUOTE A:	\$5,250	\$7,000	\$82,300	\$18,400	\$50,700	\$15,475	\$33,150	\$680	\$25,000	Y	Y	Y	\$237,955	4
	QUOTE B:	\$5,250	\$7,000	\$82,300	\$18,400	\$50,700	\$15,475	\$33,150	\$680	\$25,000	Y	Y	Y	\$237,955	4
4	GILBERT AND SON CONSTRUCTION INC														
	QUOTE A:	\$19,000	\$6,000	\$39,062	\$32,558	\$47,366	\$41,452	\$25,252	\$49,922	\$25,000	Y	Y	Y	\$285,612	6
	QUOTE B:	\$19,000	\$6,000	\$39,062	\$32,558	\$47,366	\$41,452	\$25,252	\$59,922	\$25,000	Y	Y	Y	\$295,612	7
5	SUPERIOR ASPHALT INC														
	QUOTE A:	\$8,000	\$8,950	\$56,650	\$32,320	\$48,725	\$13,940	\$29,660	\$4,630	\$25,000	Y	Y	Y	\$227,875	3
	QUOTE B:	\$8,000	\$8,950	\$56,650	\$32,320	\$48,725	\$13,940	\$29,660	\$4,630	\$25,000	Y	Y	Y	\$227,875	3
6	MANASOTA COMMERCIAL CONSTRUCTION CO., INC														
	QUOTE A:	\$2,500	\$10,480	\$32,669	\$45,975	\$34,590	\$12,989	\$27,758	\$22,400	\$25,000	Y	Y	Y	\$214,361	1
	QUOTE B:	\$2,500	\$10,480	\$32,669	\$45,975	\$34,590	\$12,989	\$27,758	\$22,400	\$25,000	Y	Y	Y	\$214,361	1
7	EVELAND BROTHERS INC														
	QUOTE A:	\$46,872	\$30,094	\$33,340	\$59,902	\$41,210	\$13,647	\$34,285	\$0	\$25,000	Y	Y	Y	\$284,350	5
	QUOTE B:	\$46,872	\$30,094	\$33,340	\$59,902	\$41,210	\$13,647	\$34,285	\$0	\$25,000	Y	Y	Y	\$284,350	5

SCHENKELSHULTZ	BID TABULATION	TRANSIT PARK & RIDE	
COMMISSION NUMBER: 1020805		PAGE 2 of 2	
OWNER: MANATEE COUNTY		DATE OPENED: 01.12.2011, 3PM	

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NO.	SUMMARY	BID ITEM #1	BID ITEM #2	BID ITEM #3	BID ITEM #4	BID ITEM #5	BID ITEM #6	BID ITEM #7	BID ITEM #8	DISCRETIONARY WORK	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	BASE BID AMOUNT	
	AVERAGE														
	QUOTE A	\$15,066	\$12,357	\$46,417	\$43,211	\$44,243	\$20,843	\$30,104	\$13,749	\$25,000	Y	Y	Y	\$250,990	
	QUOTE B	\$15,066	\$12,357	\$46,417	\$43,211	\$44,243	\$20,843	\$30,104	\$15,177	\$25,000	Y	Y	Y	\$252,418	

APPARENT LOW BIDDER															
NO.	NAME OF BIDDER	BID ITEM #1	BID ITEM #2	BID ITEM #3	BID ITEM #4	BID ITEM #5	BID ITEM #6	BID ITEM #7	BID ITEM #8	DISCRETIONARY WORK	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	BASE BID AMOUNT	RANK
6	MANASOTA COMMERCIAL CONSTRUCTION CO., INC.														
	QUOTE A	\$2,500	\$10,480	\$32,669	\$45,975	\$34,590	\$12,989	\$27,758	\$22,400	\$25,000	Y	Y	Y	\$214,361	1
	QUOTE B	\$2,500	\$10,480	\$32,669	\$45,975	\$34,590	\$12,989	\$27,758	\$22,400	\$25,000	Y	Y	Y	\$214,361	1

**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 **MANASOTA COMMERCIAL CONSTRUCTION CO., INC.** hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 5515D 21st Avenue West, Bradenton, Florida 34209 (Phone: 941-795-2732).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for RFQ No. **11-0334DC (Palmetto) Transit Park and Ride Station** in strict accordance with specifications and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ARCHITECT

The County of Manatee, Property Management Department, is responsible as the OWNER and SCHENKEL SHULTZ ARCHITECTURE, hereinafter referred to as "ARCHITECT," designed this project and is responsible for technical reviews and decisions. The ARCHITECT 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 Document. All communications involving this project will be addressed to:

County of Manatee
Property Management Department
Attn: Howard Leyo, Project Mgr
RFQ #11-0334DC
1112 Manatee Avenue West
Bradenton, Florida, 34205
Phone: 941/748-4501 x3052

Schenkel Shultz Architecture
Attn: Dražen Ahmedić, AIA
4890 West Kennedy Boulevard
Suite 930
Tampa, Florida 33609
Phone: 813-362-4300

Where the terms ARCHITECT and/or OWNER are used in the Contract Document, 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 Quote 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 Quote 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 Quote 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 Quote.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Quote 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 Document which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Quote Document RFQ #11-0334DC
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers 1 to 3, inclusive.
- 4.5 CONTRACTOR's Quote 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 Document.
- 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 RFQ General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Document 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 Document.

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 Document.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (**RFQ #11-0334DC Transit Park and Ride Station**), subject to additions and deductions as provided therein, the sum of \$Two Hundred Fourteen Thousand, Three Hundred Sixty-one Dollars and Zero Cents (\$214,361) for Quote "B" based on Completion Time of 120 calendar days and the sum of \$580 as liquidated damages for each calendar day of delay.

MANASOTA COMMERCIAL CONSTRUCTION CO., INC.
CONTRACTOR

BY: _____
Signature

Type Name and Title of Signer

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification.

(impress official seal)

Notary Public, State of Florida
My commission expires: _____

COUNTY OF MANATEE, FLORIDA

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009.

BY: _____ DATE: _____
R.C. "Rob" Cuthbert, CPM, Purchasing Manager