

MANATEE COUNTY GOVERNMENT SOURCE SELECTION

SUBJECT CVB Roof Restoration – Contract Award	DATE POSTED Date Posted on mymanatee.org <u>4/14/11</u> By: _____
PURCHASING REPRESENTATIVE Deborah Carey-Reed, 941/749-3074	DATE CONTRACT SHALL BE AWARDED April 20, 2011
DEPARTMENT Property Management Department	CONSEQUENCES IF DEFERRED N/A <i>R. Cuthbert</i>
SOURCE RECOMMENDATION Invitation for Bid #11-1528DC-REBID	AUTHORIZED BY DATE R.C. "Rob" Cuthbert, CPM April 14, 2011
ACTION DESIRED	
Authorization to award Invitation for Bid #11-1528DC-REBID for restoration of the roof at the Convention and Visitors Bureau (CVB), to the lowest responsive, responsible bidder meeting specifications, All Steel Consultants, Inc., Palmetto, Florida, in the amount of \$545,230 plus \$75,000 for discretionary work for a total contract amount of \$620,230 in accordance with Bid "B" for a 120 calendar day completion; and for subsequent execution of contract and simultaneous dating of performance and payment bonds and acceptance of insurance certificate.	
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, Purchasing Ordinance Section 2-26-40, and the Standards and Procedures approved by the County Administrator.	
BACKGROUND/DISCUSSION	
<ul style="list-style-type: none"> • This project generally includes the restoration (roof coating system) of the metal roof and replacement of the roof deck for the sloped roof at the CVB and repairs to the eaves, soffit, and fascia, and installation of new gutters and downspouts. Karins Engineering Group, a professional consultant to the County, assisted in the specification development of this solicitation and will assist the County with administration of the contract. • 11/16/2010 Bids were accepted for this project and rejected because the scope of work for the sloped roof was not sufficient in clearly defining the County's intent as determined by Purchasing in evaluation of bidders' varying range of pricing. Review of specifications resulted in revised specifications and quantities for the initial work; also, additional scope was added in respect to other work being performed by another contractor for the air conditioning system within this project work area. • 03/16/2011 to 03/29/2011 appropriate bid procedures were followed for the rebid of this project. Bids were solicited via the Manatee County website and the Manatee Chamber of Commerce, and directly solicited to 17 prospective bidders and suppliers. Twenty vendors attended the Bid Information Conference including 9 local firms of which 6 were Manatee County vendors. Of the 7 bids received 3 were from Manatee County vendors. • This contract is a rebid with revised specification for inclusion for receipt of more consistent pricing. Initial bid pricing resulted in price ranges from \$366,782 to \$770,674. Resulting bids from this solicitation were more compatible with one another with a range from \$620,230 to \$804,255. • Estimated start of construction is 05/02/2011 with completion within 120 for an estimated completion date of 08/30/2011. • The project funding source is Building Capital Projects. 	
SUMMARY RESULTS: Bid "B" 120 CONTRACT DAYS	
THREE LOWEST BIDS: (tabulation of all bids attached) All Steel Consultants, Palmetto FL \$620,230 Marbek Construction, Clermont FL \$634,510 Britt Construction, Inc Oakland FL \$650,000	
ATTACHMENTS: (List in order as attached)	INSTRUCTIONS:
1) Department/ Engineer Recommendation 2) Tabulation of Bids 3) Proposed Contract	N/A
COST \$620,230	SOURCE (ACCT# & NAME) 4566026350
COMMENTS N/A	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A

MEMORANDUM



Property Management Dept.
1112 Manatee Avenue West
Bradenton, FL 34205

Phone: 941.748.4501, ext.3005
Fax: 941.749.3018
www.myanatee.org

MANATEE COUNTY FLORIDA

To: Melissa Assha, Contracts and Buyer Manager
Purchasing Division
From: Tom Yarger, Division Manager, Construction Services *ty*
Date: April 12, 2011
Subject: Manatee Convention Civic Center – Roof and Eave Restoration

The bids for the above referenced project have been reviewed by our staff. It is recommended that the contract for the Roof and Eave Restoration Work to Manatee Convention Civic Center be awarded to All Steel Consultants, Inc., in the amount of \$620,230.00, and in accordance with the terms and conditions of the bid package. The funding source for this contract is 456-6026350.

Please contact Frank J. Monhart III AIA, ASID, Project Manager, if you have any questions regarding the attached documents.

Thank you for your continued assistance.

cc: Charlie Bishop, Director
Frank J. Monhart III, AIA, ASID, Project Manager *FJM*
Elliott Falcione, Interim Director, Convention & Visitors Bureau
R.C. "Rob" Cuthbert, C.P.M., Purchasing Manager
Project File #49663

MANATEE COUNTY
2011 APR 13 AM 7:34
PURCHASING

April 1, 2011

Frank Monhart
Manatee County Government
1112 Manatee Avenue W.
P. O. Box 1000
Bradenton, FL 34205-8926

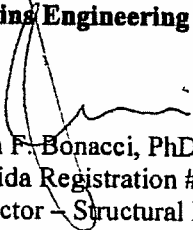
**RE: Manatee Convention Center
1 Haben Boulevard, Palmetto, Florida
KEG Project #: 09DS-0050.007
BID REVIEW – All Steel Consultants Inc.**

Dear Mr. Monhart:

Karins Engineering Group, Inc. (KEG) has compiled a bid tabulation spreadsheet of the bidders for the Manatee County Civic Center reroof project. The lowest bidder was All Steel Consultants, Inc. for both bid A and bid B. KEG has done due diligence in verifying the quote and All Steel Consultants, Inc. subcontractor quotes. KEG is not adverse to the project being awarded to All Steel Consultants, Inc.; given that there are no omissions in their bid that KEG is aware of.

We trust this information is helpful. Should questions arise, please do not hesitate to call.

Sincerely,
Karins Engineering Group, Inc.


John F. Bonacci, PhD, P.E.
Florida Registration # 63063
Director – Structural Engineering Design

**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 **ALL STEEL CONSULTANTS, INC.**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 714A 17th Street East, Palmetto, Florida 34221 (Phone: 727-1444).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **11-1528DC-REBID Metal Roof Restoration @ Civic Center** 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, Property Management Department, is responsible as the OWNER and Karins Engineering Group, Inc. 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
Property Management Department
Attn: Frank Monhart III, Project Manager
IFB #11-1528DC-REBID / Project 60662
1112 Manatee Avenue West
Bradenton, Florida, 34205
Phone: 941-748-4501 extension 5844

Karins Engineering Group, Inc.
2017 Fiesta Drive
Sarasota, Florida 34231
Phone: 941-927-8525

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 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 #11-1528DC-REBID
- 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. 11-1528DC-REBID Metal Roof Restoration @ Civic Center**), subject to additions and deductions as provided therein, the sum of Six Hundred Twenty Thousand, Two Hundred Thirty Dollars and Zero Cents (\$620,230) for Bid "B" based on Completion Time of 120 calendar days and the sum of \$1,423 as liquidated damages for each calendar day of delay.

ALL STEEL CONSULTANTS, 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: _____
R.C. "Rob" Cuthbert, CPM, Purchasing Manager

DATE: _____

