

MANATEE COUNTY GOVERNMENT SOURCE SELECTION

SUBJECT Juvenile Process Center Building Modifications	February ¹⁴ 7, 2011 Date Posted on mymanatee.org By: _____
PURCHASING REPRESENTATIVE Deborah Carey-Reed, 941/749-3074	DATE CONTRACT SHALL BE AWARDED February 15, 2011
DEPARTMENT Property Management Department	CONSEQUENCES IF DEFERRED N/A
SOURCE RECOMMENDATION Invitation for Bid #10-1766DC	AUTHORIZED BY DATE R.C. "Rob" Cuthbert, CPM February 8, 2011 ¹⁰

ACTION DESIRED

Authorization to award Invitation for Bid #10-1766DC Juvenile Process Center Building, to the lowest responsive, responsible bidder meeting specifications, DeLesline Construction, Inc., Palmetto, Florida, in the amount of \$298,600 (for Bid "B" based on 100 calendar day completion); 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

- This project provides for modifications to a vacant County-owned building which include the construction of a 3500 sq ft new Juvenile Detention Booking and Processing Center consisting of five inmate cells, counselor offices, public waiting area, and restrooms, mechanical, electrical, and plumbing installations. BMK Architects provided design services for this project and will continue to assist with construction services.
- 06/08/10 to 07/28/10 appropriate bid procedures were followed. Bids were solicited via Demand Star to 583 prospective bidders and suppliers, as well as the Manatee Chamber and advertised on the Manatee County website. Eighty-three (83) firms, together with 40 local firms, requested the Bid Document and 11 bidders responded of which 8 are local, including four Manatee County firms.
- Estimated start of construction is 05/03/10 with completion within 100 days for an estimated completion date of 01/08/11.
- This project is funded through the US Department of Justice (USDJ) and the Florida Department of Law Enforcement (FLDE). USDJ approval to proceed with construction received on 01/19/11.

SUMMARY:

LOW THREE BIDDERS

DeLesline Construction, Palmetto FL \$298,600
Holland Construction, Sarasota FL \$298,723
E.O. Koch Construction, Sebring FL \$342,790

MANATEE COUNTY BIDDERS

DeLesline Constr, Palmetto, FL \$298,600
Stellar Development, Bradenton FL \$344,380
Manasota Commercial, Bradenton \$387,550
Canio Construction, Bradenton FL \$498,975

ATTACHMENTS: (List in order as attached)

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

INSTRUCTIONS:

N/A

COST \$298,000

SOURCE (ACCT# & NAME) 3106078100/8101

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, Director *CB*
Property Management Department

Date: January 28, 2011

Subject: MSO-Sheriff Juvenile Process Center
Recommendation to Award

The bids for the above referenced project have been reviewed by both Manatee County Property Management and Community Services Department staff. The bid tabulation form is attached for your review. It is recommended that the contract for the MSO-Sheriff Juvenile Process Center Modifications (Base Bid "A" only, 150 day project duration) be awarded to the lowest responsive, responsible bidder, Delesline Construction, Inc., in the amount of \$298,600.00 in accordance with the terms and conditions of the bid package RFQ#10-1766DC.

Please note the Grant #2010-ARRC-MANA-6-W7-349 is for \$205,000 under funding source contract 310-6078101 and any ineligible items the grant will not pay for are under funding source 310-6078100.

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 *ty*
Brenda Rogers, Director, Community Services
Elaine L. Maholtz, Community Services, Human Services Manager
Mary Pendleton Brown, Community Services, Fiscal Services Manager
R. C. "Rob" Cuthbert, C.P.M., Purchasing Manager
Howard Leyo, Project Manager *HL*

Project File: 49665 1.1



U.S. Department of Justice

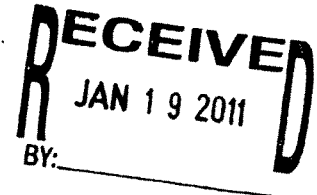
Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

December 6, 2010

Donna Hayes
1112 Manatee Avenue West
Bradenton, FL 34205



Re: National Environmental Policy Act Requirements
Project: Replacement of Manatee County Juvenile Detention Booking and Processing
Center
Subgrant Number: 2009-SU-B9-0021

Dear Ms. Hayes:

Enclosed is a copy of our Finding of No Significant Impact (FONSI) for the above referenced project.

As you are aware, funding for this project is being provided from a grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. This FONSI **authorizes you** to begin construction on this project.

If you have any questions regarding this letter, please feel free to contact me at (202) 307-3134 or by e-mail at Orbin.Terry@usdoj.gov. We look forward to working with you as you implement this project.

Sincerely,

Mr. Orbin Terry
National Environmental Policy Act Manager

Enclosure: Final FONSI



MEMORANDUM

**SUBJECT: Manatee Co Juv Process Ctr
Bid Summary**

PROJECT NUMBER

20913

TO: Howard Leyo
CC:

DATE:

July 28, 2010

DISCUSSION:

See below for summarized listing of both Bids. There was an error on Gilbert's and Holland's Bid Form F page 22 versus page 23 (\$25,000 Discretionary not added to page 22) and changes actual cost as read in July 28, 2010 Bid Opening.

<u>Bidder</u>	<u>Bid A 150 days</u>	<u>Bid A Rank</u>
DeLesline	\$298,600.00	1
Holland	\$323,723.00	2
EO Koch	\$342,790.00	3
Stellar	\$344,380.00	4
Magnum	\$345,263.00	5
Eveland	\$349,000.00	6
DE Murphy	\$349,535.00	7
Halfacre	\$387,186.00	8
Manasota	\$387,550.00	9
Gilbert & Son	\$392,735.00	10
Canio	\$447,748.00	11

<u>Bidder</u>	<u>Bid B 100 days</u>	<u>Bid B Rank</u>
DeLesline	\$298,600.00	1
Holland	\$323,723.00	2
Stellar	\$344,380.00	3
Magnum	\$345,263.00	4
DE Murphy	\$349,535.00	5
EO Koch	\$352,790.00	6
Halfacre	\$387,186.00	7
Manasota	\$387,550.00	8
Gilbert & Son	\$407,895.00	9
Canio	\$498,975.00	10
Eveland	No Bid	N/A

BMK has reviewed copies of all submitted Bids and all Bidders appear to have properly submitted forms and Bid Bonds, but Manatee County needs to verify if all documents satisfy all County requirements.

Let us know if there are any questions.

By: R. Russell

**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 **DELESLINE CONSTRUCTION, INC.** hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 320 SEVENTH STREET WEST, PALMETTO, FLORIDA (Phone: 723-6112).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **10-1766DC Juvenile Process Center Building Modification** 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 BMK Architects, 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: Howard Leyo, Project Manager
IFB #10-1766DC
1112 Manatee Avenue West
Bradenton, Florida, 34205
Phone: 941/748-4501 x3052

BMK Architects, Inc.
323 Central Avenue
Sarasota, Florida 34236
Phone: 941/365-6056
Fax: 941/955-2592

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 #10-1238DC
- 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 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. 10-1766DC Juvenile Process Center Building Modification**), subject to additions and deductions as provided therein, the sum of Two Hundred Ninety-eight Thousand, Six Hundred Dollars and Zero Cents (\$298,600) for Bid "B" based on Completion Time of 100 calendar days and the sum of \$715 as liquidated damages for each calendar day of delay.

DELESLINE CONSTRUCTION, 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