

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Herb Hyman-(954) 797-1016
SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR CONSTRUCTION OF A COMMUNITY CENTER AND GYMNASIUM AT POTTER PARK AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CENTERLINE COMMERCIAL, INC.

REPORT IN BRIEF:

The Town conducted a competitive bid for construction services to build a community center and gymnasium at Potter Park. The Town's consultant, Scharf & Associates, sent out thirty-two (32) specifications to prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's website. The Town received eleven (11) bids. The recommendation is for Centerline Commercial, Inc. who is the lowest responsive and responsible bidder for the base bid plus additive alternates 2,3,5,6,7,8,9, and 10. The resolution also authorizes the Mayor to execute a contract. Attached to the resolution is a proforma contract. All insurance certificates and bonding documents will be obtained and attached to the completed copy of this contract document upon approval of this resolution. The contract document will be presented for the Mayor's signature immediately upon its completion.

PREVIOUS ACTIONS:

Not applicable.

CONCURRENCES:

The recommended award has been reviewed by the Director of Public Works/Capital Projects and the Bid Specification Committee who concur with the decision to award to Centerline Commercial, Inc.

FISCAL IMPACT:

Has request been budgeted? yes

 If yes, expected cost-\$1,857,184.75.

 Account Name: Capital Improvement Program-Potter Park Gym Account

 Additional Comments: Not applicable

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

- Resolution
- Procurement Authorization
- Recommendation memo
- Bid Tabulation
- Proforma Contract

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER.</u>	<u>BUDGET ITEM & DESCRIPTION</u>	<u>APPROXIMATE COST</u>
030-3001-572-68-65	Construction of	\$1,900,000.00
030-0898-572.65-83	Community Center and Gymnasium Building at Potter Park	

METHOD OF PROCUREMENT (check the one that applies)

- Open Competitive Bidding
- Piggyback on Contract Number _____
- Sole Source
- Request For Proposals

CHECKLIST, SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed Bruce Bernard
Department Head

Have Funds been Reserved _____
Date _____ Signed _____

Signed _____
Town Administrator

<u>VENDOR</u>	<u>BIDS SUBMITTED</u>	<u>COST</u>
<u>CENTRALINE COMMERCIAL, LLC</u>		<u>3,357,184.75</u>
<u>M.B.R. CONSTRUCTION</u>		<u>1,312,316.00</u>
<u>REPUBLIC DEVELOPMENT</u>		<u>1,927,622.00</u>
<u>COASTAL CONTRACTING</u>		<u>1,446,187.00</u>
<u>ANDERS CORP.</u>		<u>1,977,003.00</u>
<u>McTEAGUE CONSTRUCTION</u>		<u>1,972,954.00</u>
<u>MERCURY DEVELOPMENT</u>		<u>2,047,376.00</u>
<u>HEWITT-KIER</u>		<u>2,062,300.00</u>
<u>SFCS</u>		<u>2,069,907.00</u>
<u>DOOLEY + MARK</u>		<u>2,141,917.00</u>
<u>RPM CONTRACTING</u>		<u>2,238,547.00</u>

*AWARD IS BASE BID PLUS ALTERNATES
2, 3, 5, 6, 7, 8, 9 + 10

Signed _____
Purchasing Specialist

TOWN ADMINISTRATOR'S RECOMMENDATION

Vendor _____ Cost _____

Signed _____
Town Administrator

MEMORANDUM

DATE: November 13, 2001

TO: Herb Hyman
Procurement Manager

THROUGH: Bruce Bernard
Director of Public Works / Capital Projects *BB*

FROM: Cheryl Dolin, R.A. *Cheryl Dolin*
Project Manager, Capital Projects

RE: **Potter Park Community Center and Gymnasium**
Bid No. B-01-131

Upon examining the eleven bids received on Thursday, November 8, 2001, it is my recommendation to award this contract to the apparent low bidder, **Centerline Commercial, Inc.** for a base bid of \$1,649,000.00 plus additive alternates as follows:

A-2	\$120,983.65	Emergency Generator
A-3	\$ 5,936.00	Stucco in Lobby
A-5	\$ 4,494.40	Taraflex Floor in Weight Room
A-6	(\$21,250.00)	Stucco in Gym
A-7	\$ 2,650.00	Mirrors in Weight Room
A-8	\$ 3,689.00	Drywall in Offices
A-9	\$ 54,263.70	Taraflex Floor in Gym
A-10	\$ 37,418.00	12-row Bleachers

This would make the total bid award \$1,857,184.75.

Additive alternates numbers 4 and 4A, the underlayments for the sports floors, would only be added if the moisture content of the concrete gym and weight room floor slabs do not dry to the manufacturer's recommendation prior to installation of the sports floor. Additive alternates 1, 11, 12, 12A, and 13 are superseded by 1, 4, 4A, 5, and 9.

BID RESULTS FOR:
POTTER PARK COMMUNITY CENTER & GYMNASIUM
TOWN OF DAVIE
 8-Nov-01
 BID NUMBER: B-01-131

Company	M.B.R. Const.	Centerline Const.	Republic Devel.	Central Const.	Altrons Corp.	Metraque Const.	S.F.C.S.	Metbury Devel.	Hawest Kel.	Dooney & Mehl	R.P. Const.
Base Bid	1,600,346	1,649,000	1,657,371	1,685,000	1,685,320	1,693,300	1,722,884	1,787,000	1,790,000	1,814,451	1,974,901
Alternates											
A-1	4-Bleacher Generator	11,386	12,386	11,785	12,870	16,448	12,464	9,964	15,290	12,600	11,827
A-2	Stucco-Lob	191,370	120,983.66	132,410	166,000	168,362	152,000	142,358	144,000	144,000	165,493
A-3	Taralex-UG	3,000	5,936	4,280	5,500	10,508	8,140	11,454	7,500	8,000	3,397
A-4	Taralex-UW	14,400	13,287.47	12,753	13,000	8,745	13,770	12,399	15,695	12,700	12,516
A-4a	Taralex-UW	1,190	697	3,808	850	1,796	810	1,796	810	12,700	12,516
A-5	Taralex-WFlr	3,720	4,494.40	15,642	3,450	4,444	3,380	3,285	4,250	15,400	3,738
A-6	Stucco-Gym	11,100	-21,250	22,150	13,000	20,340	13,050	39,518	15,000	12,800	15,176
A-7	Mirrors	4,400	2,850	4,066	4,100	2,806	2,750	2,625	4,200	3,200	13,873
A-8	Drywall	4,000	3,689	2,441	5,500	12,001	6,700	6,106	8,000	2,500	3,991
A-9	Taralex-Flr	58,500	54,283.70	52,156	64,090	56,325	50,712	50,712	46,000	52,000	1,590
B4A4-A9		1,903,412	1,846,112	1,919,835	2,040,917	2,064,852	1,962,488	2,050,873	2,027,833	2,057,000	2,086,076
A-10	12-Bleacher	35,880	37,418	37,133	32,000	39,200	37,309	31,395	50,426	34,400	33,920
B4A2-A10		1,827,905	1,873,149	1,944,183	1,860,947	1,987,604	1,897,534	2,082,306	2,063,021	2,097,800	2,119,771
A-11	Mondo-Flr	44,850	63,568.45	52,137	48,069	54,089	49,438	50,712	93,600	49,400	47,639
A-12	Mondo-U G	18,834	38,927.65	14,166	17,930	15,578	17,280	12,389	31,512	15,900	15,836
A-12a	Mondo-U W	8,520	3,202.84	5,666	1,175	7,954	8,912	1,050	3,460	3,460	7,527
A-13	Mondo-WFlr	22,800	2,316.02	21,196	3,350	21,360	20,973	5,250	9,500	3,300	20,214
B4A4-A9		1,903,412	1,846,112	1,919,835	2,040,917	2,064,852	1,962,488	2,050,873	2,027,833	2,057,000	2,086,076
B4A2-A10		1,827,905	1,873,149	1,944,183	1,860,947	1,987,604	1,897,534	2,082,306	2,063,021	2,097,800	2,119,771
AWARD		1,913,316	1,857,188	1,927,632	1,946,117	1,971,665	1,919,954	2,029,361	2,047,976	2,064,307	2,101,919

Scharf & Associates Incorporated
 3407 Northwest 9th Avenue
 Fort Lauderdale, Florida 33309

BID-SHEET.xls

Attachment "A"

SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2001, by and between the Town of Davie, Florida, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the "Community Center and Gymnasium Facility at Potter Park for the Town of Davie, Florida, all in full and complete accordance to the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within two hundred forty (240) calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of _____ Dollars (\$ _____) based on the estimate quantities and unit, or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Architect's approved Application for Payment is presented to him, pay the Contractor the amount approved by the Architect.
5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has been performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of Five Hundred (\$500.00) Dollars per day for each day thereafter subsequent to substantial completion, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. The CONTRACTOR shall be responsible for reimbursing the OWNER, in addition to liquidated damages, for all cost incurred by the CONSULTANT in administering the construction of the project beyond the substantial

completion date specified above or beyond an approved extension of time granted to the CONTRACTOR, whichever date is later. Such costs shall be deducted from the moneys due the CONTRACTOR for performance of work under this Contract. The cost shall be assessed at one hundred fifty (\$150.00) dollars per calendar day.

9. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, replace the Surety at its expense, within five days after the receipt of notice from such form and amount and with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
10. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
11. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorneys fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Architect.
12. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
13. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Architect. Each requisition shall be submitted in quintuplet to the Architect for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified, and accepted.
14. The Contractor shall perform all work required by the Contract Documents for the "Town of Davie Community Center and Gymnasium Facility at Potter Park" Bid No. B-01-131.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

CONTRACTOR

BY

TITLE

WITNESS: _____

DATE: _____

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST: _____

RUSSELL MUNOZ
Town Clerk
(Seal)

HARRY VENIS
Mayor

TOM WILLI
TOWN ADMINISTRATOR

APPROVED AS TO FORM AND
CORRECTNESS: _____

DATE: _____

MONROE D. KIAR
Town Attorney
Town of Davie

Council Approved: _____ Date

Contract Amount: \$ _____

END OF DOCUMENT