

**Board of County Commissioners
Agenda Request**

Date of Meeting: June 2, 2015

Date Submitted: May 22, 2015

To: Honorable Chairman and Members of the Board

From: Robert M. Presnell, County Administrator
Clyde Collins, Building Official

Subject: Pat Thomas Park Dock Replacement – Bid Award

Statement of Issue:

This agenda item seeks Board approval to award the bid of the Pat Thomas Park Dock Replacement to Bayshore Construction, Inc., the apparent low bidder, in the amount of \$61,805.00.

Background:

The State of Florida requires that motorized boats be registered annual at the Tax Collector's office. A portion of these registration fees remain in the County to make improvements to existing or construct new boating facilities. The Florida Fish and Wildlife Conservation Commission (FWCC) regulates the use of these funds and has established a list of eligible activities. These activities include, but are not limited to boat ramps, docks, parking, restrooms and amenities, all of which must be located at a boating facility such as a public ramp. If these funds are unused at the County level the State of Florida may require that the County surrender these funds for use by the State. As of 2/17/15 Gadsden County has accumulated \$181,152.19.

Analysis:

In an effort to utilize a portion of these funds, the County has advertised and received bids for the replacement of two docks located at the Pat Thomas Park boat ramp. Two (2) bids were received ranging from \$61,805.00 to \$129,207.00 as indicated in the attached Detailed Bid Tab. Bayshore Construction, Inc. is the apparent low bidder in the amount of \$61,805.00.

Fiscal Impact:

This project will have a total cost of \$61,805.00, which will be funded from the vessel registration fees collected and retained by Gadsden County. Once this project has been completed a balance of \$119,347.19 will remain in this fund for future projects.

Options:

1. Approve the award of the Dock Replacement Project to Bayshore Construction, Inc. in the amount of \$61,805.00 and authorize the chair to sign the necessary contract documents.
2. Provide other direction.

County Administrator's Recommendation:

Option 1

Attachment:

1. Contract Documents (3 copies)
2. Detailed Bid Tabulation Form

NOTICE OF AWARD

Date of Issuance: June 2, 2015

Owner: Gadsden County BOCC
1 East Jefferson Street, Ste B
Quincy, FL 32351
Owner's Contract No.:

Engineer: PRI Preble-Rish, Inc.
20684 Central Avenue East
Blountstown, FL 32424
Engineer's Project No.: 228.144

Project: PAT THOMAS PARK
DOCK REPLACEMENT
Contract Name:

Bidder: Bayshore Construction, Inc.
Bidder's Address: 6834 Areca Blvd.
Sarasota, FL 34241

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 5, 2015 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The project shall consist of the removal of the two existing docks and the construction of two new docks as shown in the contract documents.

The Contract Price of the awarded Contract is: \$61,805.00

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *Revise if multiple copies accompany the Notice of Award*

A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *e.g., performance and payment bonds* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Gadsden County Board of County Commissioners, 1-B East Jefferson St, Quincy, FL 32351

Authorized Signature

By: Brenda Holt
Title: Chair, BOCC

Copy: Preble-Rish, Inc.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Gadsden County BOCC (“Owner”) and
Bayshore Construction, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project shall consist of the removal of the two existing docks and the construction of two new docks as shown in the contract documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: PAT THOMAS PARK DOCK REPLACEMENT

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Preble- Rish, Inc.

3.02 The Owner has retained Preble-Rish, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ 200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$61,805.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions

6. Addenda
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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 assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent Practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 2, 2015 (which is the Effective Date of the Contract).

OWNER: Gadsden County BOCC

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, partnerships, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



**PROJECT NO. 228.144
GADSDEN COUNTY - PAT THOMAS DOCK REPLACEMENT**



| ITEM | DESCRIPTION | QTY | ITEM | Bayshore Construction, Inc. | | Cathy Construction & Development, LLC | |
|------------------------------|--|-----|------|-----------------------------|--------------------|---------------------------------------|---------------------|
| | | | | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| PHASE I - SOUTH DOCK | | | | | | | |
| 1 | MOBILIZATION | 1 | LS | \$2,900.00 | \$2,900.00 | \$5,775.00 | \$5,775.00 |
| 2 | REMOVAL OF EXISTING DOCK (INCLUDES DISPOSAL) | 1 | LS | \$2,550.00 | \$2,550.00 | \$3,696.00 | \$3,696.00 |
| 3 | CONSTRUCTION OF NEW DOCK | 1 | LS | \$28,355.00 | \$28,355.00 | \$42,263.00 | \$42,263.00 |
| 4 | RESTORATION | 1 | LS | \$500.00 | \$500.00 | \$4,125.00 | \$4,125.00 |
| SUBTOTAL | | | | | \$34,305.00 | | \$55,859.00 |
| PHASE II - NORTH DOCK | | | | | | | |
| 1 | MOBILIZATION | 1 | LS | \$2,900.00 | \$2,900.00 | \$5,775.00 | \$5,775.00 |
| 2 | REMOVAL OF EXISTING DOCK (INCLUDES DISPOSAL) | 1 | LS | \$2,550.00 | \$2,550.00 | \$3,696.00 | \$3,696.00 |
| 3 | CONSTRUCTION OF NEW DOCK | 1 | LS | \$21,550.00 | \$21,550.00 | \$59,752.00 | \$59,752.00 |
| 4 | RESTORATION | 1 | LS | \$500.00 | \$500.00 | \$4,125.00 | \$4,125.00 |
| SUBTOTAL | | | | | \$27,500.00 | | \$73,348.00 |
| TOTAL | | | | | \$61,805.00 | | \$129,207.00 |