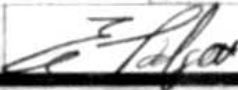


MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT Chlorine Contact Chamber	TYPE AGENDA ITEM Consent
DATE REQUESTED October 6, 1998	DATE SUBMITTED/REVISED September 23, 1998
BRIEFINGS?/WHO? No	CONSEQUENCES IF DEFERRED N/A
DEPARTMENT/DIVISION Financial Management/Purchasing	AUTHORIZED BY TITLE Jim Scuffert <i>JS for JS</i> Director
CONTACT PERSON TELEPHONE/EXTENSION Janet McAfee, Project Mgmt., 5047 Tom McGucken, Purchasing, 3046	PRESENTER/TITLE TELEPHONE/EXTENSION Janet McAfee, PMD Director - 5047

ADMINISTRATIVE APPROVAL



ACTION DESIRED

INDICATE WHETHER "REPORT or "DISCUSSION, "FORM OF MOTION, or "OTHER ACTION REQUIRED"

Authorization to award IFB 986958DC, Chlorine Contact Chamber - Southeast Regional Water Treatment Plant to the lowest responsive, responsible bidder meeting specifications, Westra Construction Corporation, Palmetto, Florida, in the amount of \$893,500; and authorization for Chairman to subsequently execute contract and date performance/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.)

Ordinance 84-02, Procurement Code, Article 3

BACKGROUND/DISCUSSION

- This procuremen provides for the construction of a chlorine contact chamber for treatment of wastewater. This construction is the first phase of expansion to the County's southeast plant and is required to meet regulatory considerations.
- 08/20/98 to 09/03/98 appropriate bid procedures were followed. Notice of bid's availability was mailed to 32 prospective bidders, subcontractors, and suppliers; three bids were received.
- Estimated start-up for construction is 11/05/98 with completion within 150 days for an estimated completion date of 03/04/99.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right.
If "NO," proceed to A/1B below. If "YES," proceed to 2A/2B below

No

1) IF "NO" TO ABOVE.

A) PLEASE EXPLAIN BELOW: (see also following section 1B re: contract, agreements, leases, etc.)

Not required. CAO reviewed and prepared contract documents, forms, and affidavits approximately 1/98

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE

2) IF "YES" TO FIRST QUESTION IN THIS SECTION.

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED (If comments were verbal, so indicate.)

APPROVED IN OPEN SESSION
OCT 06 1998
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

ATTACHMENTS: (List in order as attached) (1) Department Memorandum (2) Tabulation (3) Contract + Contractor's License	INSTRUCTIONS TO BOARD RECORDS: None
COST \$893,500	SOURCE (ACCT# & NAME) 4100014500000000 (Bond Construction)
COMMENTS None	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A

Mc

21.

MANATEE COUNTY GOVERNMENT

MEMORANDUM

DATE: September 23, 1998

TO: R.C. "Rob" Cuthbert, C.P.M., Purchasing Manager

FROM: *Janet E. McAfee*
Janet E. McAfee, Director, Project Management

**SUBJECT: RECOMMENDATION OF AWARD - IFB #98-6958-DC
SERWTP - CHLORINE CONTACT CHAMBER**

The bids for the above referenced project have been reviewed by staff and the County's consultant. The bid tabulation form is attached for your review. It is recommended that the contract be awarded to the apparent low bidder, Westra Construction Corporation for the amount of \$893,500.00. The construction cost estimate was \$598,000.00. To provide sufficient funding for the project, a budget amendment is planned for approval on October 6, 1998.

To ensure proper coordination, please provide the Project Manager, Mr. Tim Hochuli, copies of all pertinent correspondence associated with this project.

Thank you for your continued cooperation.

cc: *MAV* Mark A. Ventriglia, Project Management Manager
Len Bramble, P.E., Public Works Director
TAH Timothy A. Hochuli, P.E., Project Manager
Project File: 6014580

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MANATEE COUNTY GOVERNMENT**IFB 986958DC
CHLORINE CONTACT CHAMBER****BID TABULATION**

09/03/98 2:30PM

DESCRIPTON	Beach Constr Gainesville FL	Cardinal Contr Sarasota FL	Westra Construction Palmetto FL
1. Mobilization/Demobilization	\$63,650.00	\$50,000.00	\$75,000.00
2. Chlorine Contact Chamber	\$1,149,350.00	\$916,000.00	\$758,500.00
3. Discretionary Work	\$60,000.00	\$60,000.00	\$60,000.00
TOTAL BID PRICE	\$1,273,000.00	\$1,026,000.00	\$893,500.00

PREPARED/CHECKED BY: *W. Reed*

**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 WESTRA CONSTRUCTION CORPORATION, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 1209 21st Street East, Post Office Box 1149, Palmetto, Florida 34220-1149 (Phone: 941/723-1611).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 98-6958-DC Chlorine Contact Chamber - SERWTP 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, Project Management Department, is responsible as the OWNER. Post, Buckley, Schuh & Jernigan, 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
Project Management Department
Attn: Tim Hochuli, Project Manager
IFB 98-6958-DC
4422A West 66th Street
Bradenton, Florida 34210
(Phone: 941/792-8811 ext.5053)

McKim & Creed Engineers, P.A.
601 Cleveland Street
Suite 205
Clearwater, Florida 33755
(Phone: 727/442-7196)

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. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents.

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 Documents.

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

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 986958DC)
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 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 which are defined in Article 1 of the General Conditions will have the meanings indicated in 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. 986958DC Chlorine Contact Chamber - SERWTP**), subject to additions and deductions as provided therein, the sum of Eight Hundred Ninety-three, Five Hundred Dollars and Zero Cents (\$893,500).

WESTRA CONSTRUCTION CORPORATION
CONTRACTOR

BY: _____
Signature

Type Name and Title of Signer

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____, who is personally known to me or who has produced _____ as identification.

(impress official seal)

Notary Public, State of Florida

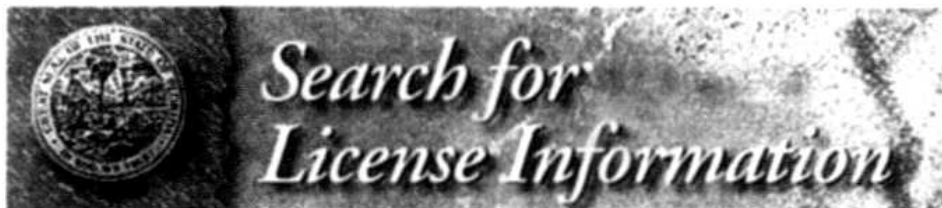
My commission expires: _____

APPROVED, with a quorum present and voting this ____ day of _____, 19____.

ATTEST: R.B. SHORE
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA by its
Board of County Commissioners

BY: _____
CHAIRMAN



License Information

Date this information was last updated: 09-23-1998

Occupation: CG License Number: C055165 Series: Class/Type:

Licensee: DOAN, ALLEN DALE

Business Name:

Doing Business As: WESTRA CONSTRUCTION JRP

Location Address:

PALMETTO FL 342201149

License Status: ACTIVE

Processing Status: ISSUED

Disciplinary Status/Board Action:

Expiration Date: 08-31-2000

Original Issue Date: 03-20-1992

Dispensing Practitioner:

[Home](#) | [Department Information](#) | [License Menu](#) | [ABT Menu](#) | [Public Forum](#) | [Comment](#) | [HELP](#)

For more information, please contact the Florida Department of Business and Professional Regulation

License information for Occupations regulated by the Division of Hotel and Restaurants, Division of Pari-Mutuel Wagering, Division of Land Sales, Condominium and Mobile Homes, Beverage Transfer Temporaries and the State Athletic Commission are not currently available online. Licensure records that display an expiration date of 1900, should read 2000. This error should be corrected in the near future.

DMS / Release Aug 1997 Version 3.1