

# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

<b>SUBJECT</b>	Bowlees Creek/Cedar Hammock Dredging	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	March 13, 2001	<b>DATE SUBMITTED/REVISED</b>	February 22, 2001
<b>BRIEFINGS?/WHO?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT/DIVISION</b>	Financial Management/Purchasing	<b>AUTHORIZED BY TITLE</b>	Jim Seuffert Director <i>JS</i>
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Janet McAfee, Project Mgmt x5047 Nathan Barbosa, Purchasing x3006	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Janet McAfee, PMD Director x5047

**ADMINISTRATIVE APPROVAL**

DM for E Roberts 3/7/01

**ACTION DESIRED**

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

Authorization to award Bid #00-8277DC Bowlees Creek/Cedar Hammock Dredging, to the lowest responsive, responsible bidder meeting specifications, Subaqueous Services, Ft. Lauderdale, Florida, for a total cost of \$243,069; and subsequent execution of contract with simultaneous dating of 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 99-37, Purchasing Code Article 4

**BACKGROUND/DISCUSSION**

- Project involves dredging of sediments from the Bowlees Creek and from Cedar Hammock for drainage improvement.
- 12/21/00 to 01/23/01 appropriate bid procedures were followed. Notice of bid's availability was mailed to 17 prospective bidders. Sixteen firms requested the bid document and five bids were received.
- Estimated start-up for construction is 04/23/01 with completion within 150 days for an estimated completion date of 09/19/01.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right.

NO

If "NO," proceed to 1A/1B below. If "YES," proceed to 2A/2B below

1) IF "NO" TO ABOVE,

APPROVED IN OPEN SESSION

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

MAR 13 2001

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

2000

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

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?

CAO reviewed and prepared contract documents, forms, and affidavits approximately 1985. Mitchell O. Palmer authorized continued use during current revision: CAO File RLS-97-496

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.)

**ATTACHMENTS: (List in order as attached)**

- 1) Department Memorandum
- 2) Tabulation
- 3) Contract

**INSTRUCTIONS TO BOARD RECORDS:**

*None*

**COST** \$243,069

**SOURCE (ACCT# & NAME)** 1070008108534000 (Dredging)

**COMMENTS** N/A

**AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)** N/A

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MANATEE COUNTY GOVERNMENT

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MEMORANDUM

PURCHASING

DATE: January 31, 2001 *2/14/01*  
TO: R.C. "Rob" Cuthbert, C.P.M., Purchasing Manager  
FROM: *Janet E. McAfee*  
Janet E. McAfee, Director, Project Management  
SUBJECT: **Bowlees Creek/Cedar Hammock Dredging Project**  
**IFB # 00-8277DC**  
**Recommendation of Bid Award**

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Project Management staff received and reviewed the bid tabulation sheet supplied by your office (attached), for the Bowlees Creek/Cedar Hammock Dredging Project. After our completed review, Project Management recommends award of the contract to the apparent low bidder, Subaqueous Services, Inc., in the amount of \$243,069.

Please contact Tom Yarger, Project Manager, if you have any questions or if you require additional assistance.

cc: Larry R. Mau, P.E., Director, Transportation Department  
Mike Limoge, Acting Project Management Manager  
Tom Yarger, Project Manager  
Project File: 6038701

<F:\USER\MC1035\WPDOCS\BowleesCrk\BidRec

PROJECT MANAGEMENT DEPARTMENT

MANATEE COUNTY PURCHASING  
IFB #00-8277DC  
BOWLEES CREEK/CEDAR HAMMOCK - DREDGING

TABULATION

BID OPEN 01/23/2001

DESCRIPTION	EST QTY	Aztec Development Orlando FL		Bio-Nomic Service Charlotte NC		Energy Resources Chesterfield MO		Innerspace Services S Casco ME		Subaqueous Services Ft Lauderdale FL	
		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Mobilization	1 LS		\$40,000.00		\$30,000.00		\$127,360.00		\$133,000.00		\$50,000.00
Floating Turbidity Barrier Array	500 LF	\$10.00	\$5,000.00	\$14.00	\$7,000.00	\$6.00	\$3,000.00	\$20.00	\$10,000.00	\$5.00	\$2,500.00
Prevention, Control and Abatement of Erosion and Water Pollution	1 LS		\$12,000.00		* \$ - 0 -		\$1,000.00		\$6,000.00		\$500.00
Manatee Safety Measures	1 LS		\$5,000.00		\$17,000.00		\$500.00		\$12,000.00		\$500.00
Construction and Restoration of Temporary Spoils Sites	1 LS		\$60,000.00		* \$ - 0 -		\$10,000.00		\$75,000.00		\$5,000.00
Dredging	1 LS		\$153,900.00		\$314,824.00		\$107,130.00		\$120,000.00		\$109,569.00
Spoil Transport to Disposal Site (10 miles)	1 LS		\$65,000.00		\$108,560.00		\$85,300.00		\$85,000.00		\$50,000.00
Construction Surveying and Monumentation	1 LS		\$25,000.00		\$50,000.00		\$9,000.00		\$25,000.00		\$8,000.00
Record Drawings	1 LS		\$5,000.00		\$25,000.00		\$3,000.00		\$200.00		\$2,000.00
Turbidity Monitoring	5 MO	\$500.00	\$2,500.00	\$3,000.00	\$15,000.00	\$500.00	\$2,500.00	\$2,400.00	\$12,000.00	\$1,000.00	\$5,000.00
Discretionary Work			\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00
<b>TOTAL BID PRICE</b>			\$383,400.00		\$577,384.00		\$358,790.00		\$488,200.00		\$243,069.00

\*Bio-Nomic Services proposes "mechanical dewatering," therefore, eliminating need for the two bid items;" FDEP permit requires "hydraulic dredging."

Prepared/Check By: Deled

**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 **SUBAQUEOUS SERVICES, INC.**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 4201 Kean Road, Ft. Lauderdale, Florida 33314 (Phone 954/581-2810).

**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **008277DC Bowlees Creek/Cedar Hammock - Dredging** 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. Boyle Engineering Corp., 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: Tom Yarger, Project Manager  
IFB 008277DC/Project 1070008108  
4422A West 66th Street  
Bradenton, Florida 34210  
(Phone: 941/792-8811 ext.5055)

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 #008277DC)

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 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. 008277DC Bowlees Creek/Cedar Hammock - Dredging**), subject to additions and deductions as provided therein, the sum of Two Hundred Forty-three Thousand, Sixty-nine Dollars and Zero Cents (\$243,069).

SUBAQUEOUS SERVICES, 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: \_\_\_\_\_

APPROVED, with a quorum present and voting this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

COUNTY OF MANATEE, FLORIDA by its  
Board of County Commissioners

\_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRMAN

# MANATEE COUNTY GOVERNMENT

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**COST** \$243,069

**SOURCE (ACCT. # & NAME)** 1070008108534000 (Dredging)

**COMMENTS** N/A

**AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)** N/A

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HJS