

RESOLUTION No. 2008-181-868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PORTLAND CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE RECREATIONAL BUILDING AT MIAMI CAROL CITY PARK, IN THE AMOUNT OF \$1,016,799.48, PLUS A CONTINGENCY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City inherited the planned construction of a recreational building at Miami Carol City Park when the park was transferred to the City by Miami-Dade County, and

WHEREAS, On January 12, 2005, via City Resolution No. R-2005-02-179 the City contracted with R.E. Chisholm for certain consulting and professional services for this project, and

WHEREAS, the project was placed on hold as the remainder design plan overall park improvements were pending completion by another architect firm assigned to the park as part of the Parks Master Plan, and

WHEREAS, City staff made a determination that the best course of action would be to proceed with the project utilizing the design-bid-build method, and

WHEREAS, on July 25, 2008, the City issued ITB #07-08-042 for general construction services for the construction of a one-story recreational building, and

WHEREAS, nineteen (19) bids were received on August 28, 2008 and publicly read; and

WHEREAS, of the 19 proposals received, 2 withdrew, and 2 were deemed non-responsive due to various issues, and

WHEREAS, the remaining bids were evaluated for (1) compliance with the bid specifications, (2) the company's ability to complete the construction within the required time frame, (3) financial stability of the company, (4) lowest bid price, and (5) evidence of prior comparable experience, and

WHEREAS, based on the evaluation, the apparent lowest and most responsive bidder is Portland Services LLC d.b.a. Portland Construction Company ("Portland"), and

WHEREAS, Portland's background and references are all favorable, and

WHEREAS, City staff recommends that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute a contract with Portland Services LLC d.b.a. Portland Construction Company, located in Miami, Florida, the amount of \$1,016,799.48, plus a 10% contingency, for the construction of the recreational building at Miami Carol City Park, and

WHEREAS, funding for this purpose is found in the Building Better Communities General Obligation Bond, Quality Neighborhood Improvement Program, Safe Neighborhood Parks Initiative, and from City General Funds,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement with Portland Construction Company in the amount of \$1,016,799.48, plus a 10% contingency, for construction of the recreational building at Miami Carol City Park, a copy of which is attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Portland Construction Company, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 24, 2008.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert
SECONDED BY: Vice Mayor Watson

Resolution No. 2008-181-868

VOTE: 7-0

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman André Williams	<u>X</u> (Yes)	___ (No)

SKD/teh

**CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this 24TH day of SEPTEMBER, 2008, by and between Portland Services LLC., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction, relating to the Miami Carol City Park Recreational Building:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and the General Conditions (Exhibit 1)
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY (Exhibit 2).
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 07-08-042 dated August 28, 2008(Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated SEPT. 24, 2008 and any attachments.
- c. Exhibit 1
- d. Exhibit 2
- e. Exhibit 3

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 2. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within Three Hundred Thirty-Five (335) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within Three Hundred Sixty-Five (365) days from the date certified by CITY as the date of Substantial Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Eight Hundred Dollars (\$800.00) for each calendar day after the time specified in Section 2.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the

remaining Work within the time specified in Section 2.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of Eight Hundred Dollars (\$800.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

ARTICLE 4. COMPENSATION

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of One Million Sixteen Thousand Seven Hundred and Ninety-Nine Dollars and Forty-Eight Cents (\$1,016,799.48).

ARTICLE 5. PROGRESS PAYMENTS

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. CONTRACTOR shall submit with

each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments if CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

ARTICLE 7. MISCELLANEOUS

7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.

7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, agents, or subcontractors of the CITY, and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.

7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens
Attn: City Manager
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

With a Copy to: City Attorney
C/O City of Miami Gardens
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: Portland Services LLC
Address: 14540 SW 136th Street
Address: Suite 102
City, State & Zip: Miami, FL 33186
Contact Person: Ernesto Lopes

Fed. ID# 20-0586605
Telephone # 305-969-3136
Fax # 305-969-2036

Title: General Partner

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and

final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.9 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

7.11 Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7.12 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

7.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$1,016,799.48, and any additional contract price shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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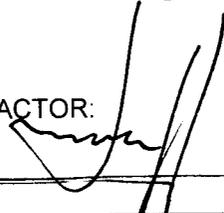
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:



Zulma ASSAEL

CONTRACTOR:



By: _____
Print Name: Ernesto Lopez
Title: President

ATTEST:



City Clerk

CITY OF MIAMI GARDENS



Mayor

APPROVED AS TO FORM:



CITY Attorney
Dated:

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilman Oliver Gilbert III
Councilwoman Sharon Pritchett
Councilman André Williams

Agenda Cover Page

Date: September 24, 2008

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: CIP – Carol City Comm. Ctr.

Contract/P.O. Requirement: Yes No

Sponsor Name/Department:

Antranette Pierre, Capital Projects

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # ITB 07-08-042

Miami Carol City Park Recreational Building

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH PORTLAND CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE RECREATIONAL BUILDING AT MIAMI CAROL CITY PARK, IN THE AMOUNT OF \$1,016,799.48, PLUS A CONTINGENCY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Background:

On September 26, 2001, Miami Dade County (County) commissioned R.E. Chisholm Architects, Inc. to perform architectural and engineering services in order to design and administer the construction of a recreation center for Miami Carol City Park, located at 3201 NW 185 Street Miami Gardens, FL. The plans were completed and permitted through the County. However, in July 2004, via County Resolution No. R-982-04, the County transferred several parks, including the Miami Carol City Park, to the City of Miami Gardens (City). The County Parks and Recreation Department subsequently transferred the plans to the City, along with the remaining balances of various grant

funding sources. On January 12, 2005, via City Resolution No. R-2005-02-179 the City contracted with R.E. Chisholm for certain consulting and professional services for this project with the requirement that a permit from the City's Building Department was obtained. The plans were approved by the City Building department on June 21, 2007. However, prior to beginning construction, the project was placed on hold as the remainder design plan for overall park improvements were pending completion by another architect firm assigned to the park as part of the Parks Master Plan.

As R.E. Chisholm, Inc. provided the architectural and engineering services on the project for earlier design phases, the agreement for consulting and professional services between the City and R.E. Chisholm, Inc. included phases IV and V (bid assistance and construction administration).

Bid Evaluation Process:

Due to the fact that the City inherited construction documents that were substantially complete, staff determined that the only feasible course of action would be to proceed with the project utilizing the design-bid-build method. Design-bid-build is a process through which the architect or engineer designs the project and is also responsible for providing the construction documents (project specifications, plans, etc.); the city then solicits for a general contractor through an invitation to bid (ITB) process. The City's ITB for the recreational building encouraged minority and small business participation and stipulated the provisions of the City of Miami Gardens Code of Ordinances Sec. 16, regarding local business preference. In addition, with respect to promoting minority participation, the City encouraged Small, Minority, and Women's Businesses to participate in this solicitation and sent direct notices via *email* to minority-owned contractors including contractors in the City.

In accordance with the City of Miami Gardens purchasing ordinance, when the ITB process is used, qualified staff and technical consultants are responsible for determining the lowest responsible responsive bidder.

On July 25, 2008, the City issued an ITB #07-08-042 for general construction services for the following scope of work for the construction of a one-story recreational building. A broadcast notice was sent to 941 vendors. Thirty-eight bidders attended the mandatory pre-bid conference held August 11, 2008 for all prospective bidders. Nineteen (19) bids were received on August 28, 2008 and publicly read. Of the 19 proposals received, 2 withdrew; 2 were deemed non-responsive due to one or more of the following issues: did not submit financials, insufficient bonding capacity, did not submit resumes for project personnel, misinformation provided on the questionnaire.

The bids were evaluated for (1) compliance with the bid specifications, (2) the company's ability to complete the construction within the required time frame, (3) financial stability of the company, (4) lowest bid price, and (5) evidence of prior comparable experience.

Based on the evaluation, the apparent low and responsive bidder is Portland Services LLC d.b.a. Portland Construction Company, located in Miami, Florida. Reference and background evaluations were conducted and found favorable. In addition, site visits

were conducted on several existing and current construction projects by staff. Financial records were analyzed by the City's Finance Director and were deemed satisfactory. The City's architect consultant, R.E. Chisholm, Inc. performed a thorough analysis of the line item bid and the City's project manager reviewed the bid to verify the technical expertise of the bidders. An online search of pending litigation was conducted via Westlaw legal database of Portland Construction Company and showed that there was no prior or pending litigation against the company. The evaluation team found Portland Construction Company to be the most responsive responsible low bidder. Copy of the tabulation and supporting documentation is attached as Exhibit A. A copy of the bid document, plans and references were also made available for Council review (files located at assistant to the mayor and council's office).

Construction Timeline & Management:

The proposed schedule for the recreational building will be 365 working days, upon immediate execution of the contract; mobilization is scheduled for approximately October 8, 2008. The scope is detailed as follows: construction of a new one-story recreational center approx. 6,000 sq. ft. to include snack bar, covered terrace & breezeway, restroom facilities & storage area with an alternate deduct for the site lighting. (The site lighting was part of the architect's original scope when the park project was transferred from County but later removed as the City's adopted its own Parks Master Plan which standardized light fixtures thereby negating photometric and electrical designs previously provided by the architect. The City will install site lighting at a later date with the improvement of the entire park.)

If approved by Council, the construction contract is expected to be executed along with payment bond, liability insurance certificate submitted to City no later than September 25, 2008. The City will schedule a pre-construction meeting at which time a notice to proceed will be issued to begin mobilization.

At mobilization of services, the Department of Capital Projects will have a Project Manager available on-site to monitor the progress of construction. Consultant architect R.E. Chisholm, Inc. will also make periodic visits to the construction site, in accordance with their existing professional services agreement, to ensure the adherence to plans and architectural integrity of the building(s).

Funding

The City budgeted \$1,591,515 for this project, based on the cost estimates provided by the architect. The proposer total bid price was \$1,016,799.48, deducting the alternate (site lighting which will be constructed by others). Additionally, a 10% construction contingency cost was set aside for a total project cost of \$1,118,479.43, netting the City a cost savings of \$473,035.57 or 30%. Funding for this project is made part by Building Better Communities General Obligation Bond, Quality Neighborhood Improvement Program, Safe Neighborhood Parks and city funds. Several of the grants have expiration deadlines quickly approaching and therefore, this project is scheduled expedited construction services.

Recommendation

It is recommended that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute a contract with Portland Services LLC d.b.a Portland Construction Company, located in Miami, Florida, the amount of \$1,118,479.43 which includes a 10% City budgeted contingency, for the construction of the recreational building at Miami Carol City Park.

Exhibits:

A: Bid Tabulation

B. R.E. Chisholm Bid Analysis

September 10, 2008

Ms. Antranette Pierre
Special projects Director
City of Miami Gardens
1515 NW 167th Street
Miami Gardens, Florida 33169

Re: ITB No. 07-08-042 – Miami Carol City Park Recreation Building

Dear Ms Pierre:

We have reviewed the bids submitted and based on the instructions given to the bidders in the "Invitation to Bid" and at the mandatory pre-bid meeting on August 11, 2008 the following is our analysis and recommendation.

Based on the City of Miami Gardens initial review the following bidders were not considered as part of this analysis.

- Dev-Con Construction & Consulting, LLC – Non responsive. Did not meet the bonding requirements.
- OAC Action Construction, Corp. - Withdrew bid.
- Group II, Inc. - Withdrew bid.
- Italconstruction, Inc. – Non responsive. Errors in submitted bid form and tabulation.

Based on the bids provided to us we reviewed the bids based on the following:

- Lowest Qualified Bidder based on total construction cost.
- Lowest Qualified Bidder based on total construction cost less alternate no. 1.

Top 5 Lowest Qualified Bidders – Total Construction Cost

1	Zurqui Construction	\$	1,298,187.00
2	Miami Skyline Construction Corp.		1,358,600.00
3	Design Build International		1,364,759.00
4	Carlvon Construction		1,379,735.00
5	ABC Construction		1,397,735.00

Based on the complete scope of work including alternates, we recommend the City of Miami Gardens consider Zurqui Construction the lowest qualified bidder.

Top 5 Lowest Qualified Bidders – Total Construction Cost less Alternate No. 1.

1.	Portland services	\$	1,016,799.00
2.	Design Build International		1,064,725.00
3.	Miami Skyline Construction Corp.		1,105,600.00
4.	Zurqui Construction		1,115,582.00
5.	Carlvon Construction		1,130,658.00

CHISHOLM

Based on the complete scope of work excluding alternates, we recommend the City of Miami Gardens consider Portland Services the lowest qualified bidder.

A detailed schedule of values should be requested for review as part of any negotiation with the selected lowest qualified bidder

Attached are our excel sheet breakdowns of the bids reviewed.

If you have any questions please do not hesitate to contact me.

Sincerely,

R.E. Chisholm Architects, Inc.

Matthew Polak, AIA
Senior Vice President

**BID RANKING TOTAL CONSTRUCTION COST
WITHOUT ADDITIVE ALTERNATIVE NO.1**

NAME	RANK	BID
Portland Services	1	\$ 1,016,799.00
Design Build Inter American	2	\$ 1,064,759.00
Miami Skyline Construction	3	\$ 1,105,600.00
Zurqui Construction	4	\$ 1,115,582.00
Carivan Construction	5	\$ 1,130,658.00
Soultion Construction	6	\$ 1,176,044.00
Ranco Construction	7	\$ 1,186,000.00
Link Construction	8	\$ 1,210,943.00
5A Consultants	9	\$ 1,241,905.00
ABC Construction	10	\$ 1,254,000.00
Thorton Construction	11	\$ 1,275,198.32
ELCJ Construction	12	\$ 1,330,049.00
Development & Communication	13	\$ 1,410,100.00
Seldin Construction	14	\$ 1,590,000.00
Coreland Construction	15	\$ 1,711,893.66

This is only a tabulation of prices submitted and is not an indication of award or responsiveness.



City of Miami Gardens
 1515 N.W. 167th Street: Bldg. 5 Suite 200
 Miami Gardens, Florida 33169
 Procurement Department
 Tabulation Sheet
ITB#07-08-042 - MIAMI CAROL CITY REC. BLDG.
August 28, 2008 @ 2:00 p.m.
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Item	Link		Miami Skyline		Solution		Italconst		Seldin		Ranco		SA Con		ELCI		Thornton		
	Yes	No																	
Bid Bond																			
Div 1	\$194,928.00		\$131,600.00		\$92,265.00		\$264,156.00		\$82,000.00		\$102,422.00		\$175,905.00		\$157,825.00		\$200,418.86		
Div 2	\$138,883.00		\$82,000.00		\$140,346.00		\$46,500.00		\$166,000.00		\$92,468.00		\$120,000.00		\$125,828.00		\$138,990.60		
Div 3	\$279,922.00		\$198,000.00		\$186,219.00		\$368,000.00		\$300,000.00		\$66,836.00		\$224,000.00		\$317,537.00		\$193,895.10		
Div 4	Included #3		\$20,000.00		\$32,516.00		\$85,000.00		\$75,000.00		\$68,135.00		\$64,000.00		Included #3		\$47,250.00		
Div 5	\$12,517.00		\$12,000.00		\$4,084.00		\$61,500.00		\$15,000.00		\$24,487.00		\$16,000.00		\$13,311.00		\$11,042.85		
Div 6	\$37,990.00		\$35,000.00		\$89,847.00		\$48,800.00		\$25,000.00		\$51,284.00		\$92,000.00		\$37,680.00		\$43,514.75		
Div 7	\$61,350.00		\$85,000.00		\$55,348.00		\$9,900.00		\$60,000.00		\$82,194.00		\$77,000.00		\$55,138.00		\$64,347.69		
Div 8	\$83,438.00		\$63,000.00		\$73,765.00		\$47,500.00		\$40,000.00		\$66,534.00		\$86,000.00		\$62,322.00		\$65,160.92		
Div 9	\$167,335.00		\$120,000.00		\$217,330.00		\$87,800.00		\$300,000.00		\$160,905.00		\$148,000.00		\$126,614.00		\$110,278.35		
Div 10	\$33,926.00		\$22,000.00		\$37,934.00		\$2,600.00		\$113,000.00		\$41,421.00		\$22,000.00		\$32,664.00		\$31,475.85		
Div 15	\$117,654.00		\$115,000.00		\$119,846.00		\$68,500.00		\$200,000.00		\$156,190.00		\$118,000.00		\$135,368.00		\$100,275.00		
Div 16	\$494,010.00		\$475,000.00		\$517,000.00		\$78,700.00		\$425,000.00		\$458,124.00		\$456,000.00		\$518,301.00		\$380,548.35		
TOTAL	\$1,621,953.00		\$1,358,600.00		\$1,566,500.00		\$1,168,956.00		\$1,800,000.00		\$1,371,000.00		\$1,598,905.00		\$1,682,588.00		\$1,387,198.32		
Item #A	(\$410,010.00)		(\$253,000.00)		(\$390,456.00)		(\$283,500.00)		(\$210,000.00)		(\$185,000.00)		(\$357,000.00)		(\$252,539.00)		(\$112,000.00)		
TOTAL LESS#A	\$1,210,943.00		\$1,105,600.00		\$1,176,044.00		\$885,456.00		\$1,590,000.00		\$1,186,000.00		\$1,241,905.00		\$1,430,049.00		\$1,275,198.32		