



COMMISSION MEMORANDUM NO. 61-00

TO: Mayor Neisen Kasdin and  
Members of the City Commission

DATE: January 26, 2000

FROM: Lawrence A. Levy *[Signature]*  
City Manager

SUBJECT: Request for Approval to Award a Contract to Fire Sprinklers, Inc., in the Amount of \$187,460, Pursuant to Bid No. 30-99/00 for the Miami Beach Convention Center West Wrap Fire Sprinkler System Renovation.

ADMINISTRATION RECOMMENDATION

Award the contract.

BID AMOUNT AND FUNDING

\$187,460

Funds are available from the Convention Center Capital Account Number 441-2216-069358.

ANALYSIS

This Invitation to Bid was issued on October 27, 1999, with an opening date of December 6, 1999. A mandatory Pre-Bid Conference and Site Inspection were held on November 15, 1999. One-hundred-nineteen (119) notices and twenty-five (25) specifications were issued, resulting in the receipt of three (3) responsive bids.

This Bid includes supplying all labor, materials, equipment and supervision necessary to replace the fire sprinkler system for the "West Wrap" of the Miami Beach Convention Center. The existing piping is over thirty (30) years old and is beginning to deteriorate. The Contractor will remove and replace all 2" and smaller fire sprinkler pipe and fire sprinkler heads. The Contractor will replace 2,610 sprinkler heads and install the required sprinkler piping (drops). Additionally, the contractor will replace the 2,610 ceiling tiles where the new sprinkler heads are to be installed, with 2' x 2' ceiling tiles, and repair the drywall ceiling as required. The contractor will replace any water mains necessary, upon approval from the City's Project Manager.

FUNDING APPROVAL

*[Signature]*  
Management and Budget

AGENDA ITEM C2A

DATE 1-26-00

**ANALYSIS (Cont.)**

The contractor will substantially complete the work within one-hundred fifty (150) calendar days from the issuance of the Notice to Proceed, and complete ready for final payment within one-hundred eighty (180) calendar days after the date of the Notice to Proceed.

All references have been checked and this contractor has received outstanding comments regarding the quality of work, with prior projects being completed in a timely manner.

The City Commission should authorize the award of this bid to the lowest responsive, responsible bidder, Fire Sprinklers, Inc.

**BID TABULATION**

| Vendor                      | Lump Sum  | Replacement of Water Mains   |
|-----------------------------|-----------|--|
| Fire Sprinklers, Inc.       | \$187,460 | 1" \$20 per L.F.<br>1 1/4" \$24 per L.F.<br>1 1/2" \$25 per L.F.<br>2" \$27 per L.F.<br>2 1/2" \$35 per L.F.<br>3" \$40 per L.F.<br>4" \$45 per L.F.<br>5" \$45 per L.F.<br>6" \$50 per L.F.<br>8" \$60 per L.F. |
| Coast to Coast Construction | \$262,820 | \$10 per L.F. (Average)  |
| The Fifton Corp.            | \$466,561 | \$22 per L.F.  |

*WBS ST MR-07A*  
LAL/NEB/DT/MR/je

**BID No. 30-99/00**  
**BID PROPOSAL FOR**  
**MIAMI BEACH CONVENTION CENTER WEST WRAP**  
**FIRE SPRINKLER SYSTEM RENOVATION**  
**PROPOSAL PAGE 1 OF 5**

**PROPOSAL OF**  
**FIRE SPRINKLERS, INC.**

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(Name)

4110 EAST ELEVENTH AVE., HIALEAH, FLA. 33013

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(Address)

(FOR)

Constructing the improvements designated and described in the attached Notice to Contractors, and which said Improvements are designated as the **MIAMI BEACH CONVENTION CENTER WEST WRAP FIRE SPRINKLER SYSTEM RENOVATION** and more particularly set forth herein.

SUBMITTED DEC. 6 1999

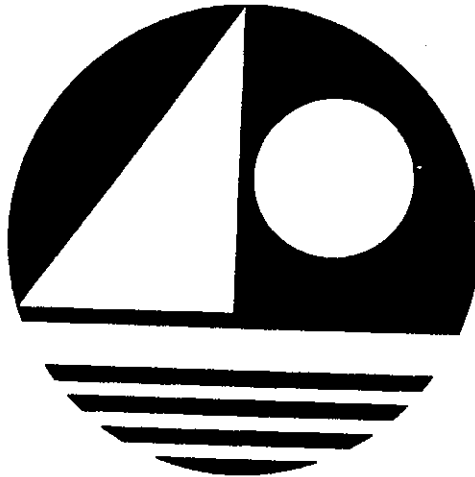
**TO MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA:**

We the undersigned, hereby declare that no person or persons, firm or corporation other than the undersigned, are interested in this Proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the attached Notice to Contractors, General Provisions, Specifications for Materials and Construction Methods, Supplementary Conditions, and form of Contract and Bond, together with the accompanying Plans, and that we have made a full examination of the location of the proposed Work and the sources of supply and materials, and we hereby agree to furnish all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work, fully understanding that the quantities shown in the Notice to Contractors and Proposal are approximate only, and that we will fully complete all necessary work in accordance with the Plans and the attached Specifications, and the requirements under them of the Engineer within the time limit specified in this Proposal for the following unit prices to-wit:

**BID NO: 30-99/00**  
**DATE: 10/25/99**

**CITY OF MIAMI BEACH**  
**4**

**AGREEMENT BETWEEN**  
**THE**  
**CITY OF MIAMI BEACH**  
**AND**  
**FIRE SPRINKLERS, INC.**  
**FOR**  
**MIAMI BEACH CONVENTION CENTER WEST WRAP FIRE**  
**SPRINKLER SYSTEM RENOVATION**  
**BID NO. 30-99/00**



**City of Miami Beach - Procurement Division**  
**1700 Convention Center Drive**  
**Miami Beach, FL 33139**

**Bid No 30-99/00**

**City Clerk**

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2000, A.D. between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, hereinafter called the City, which term shall include its successors and assigns, party of the one part, and

**Fire Sprinklers, Inc.**  
**4110 E. 11th Ave.**  
**Hialeah, FL 33013**  
**Telephone (305) 685-5105**  
**Facsimile (305) 687-6836**

hereinafter called the Contractor, which term shall include its heirs, successors and assigns, party of the other part.

**WITNESSETH** that the said Contractor for the consideration and compensation herein agreed to be paid and the said City in consideration of the construction of improvements to be done by said Contractor and designated "**MIAMI BEACH CONVENTION CENTER WEST WRAP FIRE SPRINKLER SYSTEM RENOVATION**" by said City, do hereby mutually agree as follows:

1. This Agreement shall extend to and be obligatory upon said City, its successors and assigns, and upon said Contractor and its heirs, successors and assigns. Neither this Agreement nor any part thereof nor any part of the Work herein contemplated, shall be assigned or sublet, nor shall any sums of money provided to be paid to said Contractor be assigned by said Contractor to anyone without the consent of the City Commission of said City evidenced by its resolution.
2. The foregoing pages of this booklet, including the Notice to Contractors, the Proposal, and the Contract Documents and such alterations as may be made in said Plans and Specifications as therein provided for, are hereby referred to and made a part of this Agreement and the terms and conditions set forth therein, except when in direct conflict with this written Contract, are as much a part hereof as if copied herein. If conflicts exist between them and this written instrument, only that part of the matter in direct conflict herewith shall not be construed to be a part hereof.
3. The Contractor shall commence work within seven (7) days of the Notice to Proceed and shall construct and complete in a good and workmanlike manner the materials herein referred to, strictly in accord herewith the following:
  - 3.1 The Contractor shall be **Substantially Completed with the Work within one-hundred fifty (150) calendar days** after the date when the Contract Time commences to run, and completed and ready for final payment **within one-hundred eighty (180) calendar days** after the date when the Contract Time commences to run.

- 3.2 Damages - City and Contractor recognize that the City will suffer direct financial loss if Work is not completed within the Contract times specified in paragraph 3.1 above plus any extensions thereof allowed. They 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, and therefore time is of the essence. Accordingly, instead of requiring any such proof Contractor agrees to forfeit and pay Owner as **liquidated damages for delay (but not as a penalty) the amount of One Hundred Dollars (\$100.00) for each calendar day that expires after the Contract Time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.** After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, Contractor shall pay Owner **One Hundred Dollars (\$100.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.** These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.
4. In such construction said Contractor shall furnish all implements, machinery, equipment, transportation, tools, materials, supplies labor, and other things necessary to the execution and completion of the Work, nothing being required of the City except that it may, at its expense, supervise such construction and enter upon and inspect the same at all reasonable times.
5. If any dispute arises between the City and said Contractor with reference to the meaning or requirements of any part of this Contract and they cannot agree, the more stringent requirements shall govern as determined by the City.
6. If the Contractor shall complete the construction herein contemplated in a good and workmanlike manner within the time herein specified and in accord herewith, the said City shall pay to the Contractor the contract sum in accordance with the Conditions of the Contract. The City, by allowing Contractor to continue with said construction after the time for its completion hereinbefore stated shall not deprive City of the right to exercise any option in this Agreement contained nor shall it operate to alter any other term of this Agreement.
7. The Contractor shall file with the Procurement Director of said City of Miami Beach a Performance and Labor and Material Payment Bond, each in the amount of 100 percent of Contract Amount, in the form as set forth herein or as otherwise approved by the City of Miami Beach City Attorney and shall be executed by said Contractor and Surety Agent authorized to do business in the State of Florida.
8. The Contractor shall file Insurance Certificates, as required, and they must be signed by a Registered Insurance Agent licensed in the State of Florida and approved by the City of Miami Beach Risk Manager.

9. All documents shall be executed satisfactorily to said City and until Bonds and Insurance Certificates have been filed and approved, this Contract Agreement shall not be effective.
10. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Proposal, attached to this Agreement. The parties expressly agree that the Contract Price is a stipulated sum except with regard to the items in the Bid which are subject to unit prices.

**Contract Price: \$187,460.00**

11. The Contract Documents which comprise the entire Agreement between City and Contractor are attached to this Agreement and made a part hereof.

The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

IN WITNESS WHEREOF the said City has caused this Agreement to be signed by the Mayor of the City of Miami Beach, Florida and its corporate seal to be affixed, attested by the City Clerk of the City of Miami Beach and the said Contractor has caused this Agreement to be signed in its name.

*[Signature]* (SEAL)  
Contractor

CITY OF MIAMI BEACH

By *[Signature]*  
(Authorized Corporate Officer)

By *[Signature]*  
Mayor

*[Signature]*  
Title

ATTEST:

*[Signature]*  
City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*[Signature]* 2-22-00  
City Attorney Date