

Condensed Title:

Request for Approval to Award a Contract, Pursuant to Invitation to Bid (ITB) No. 014-2013TC, for the Demolition of the Normandy Shores Park Building.

Key Intended Outcome Supported:

Ensure quality and timely delivery of capital projects

Supporting Data (Surveys, Environmental Scan, etc.): The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as "excellent" or "good."

Issue:

Shall the City Commission award the contract?

Item Summary/Recommendation:

As part of the FY 09/10 Capital Budget, the Parks and Recreation Department was approved funding in the amount of \$135,500 to replace the existing playground that was beyond repair at the Normandy Shores Park. The funding request proposed the complete replacement of the playground, safety surface, new fencing, furniture, fixture, and equipment.

In regards to the scope of work, the Contractor shall provide all labor, materials, equipment, supplies, insurance, fuels, permits, retirement of utilities and any other items necessary to complete the demolition work, the removal of demolition materials and disposal of materials and related work as specified herein.

To achieve the desired scope, Invitation to Bid (ITB) 014-2013TC was issued on May 22, 2013, with an opening date of June 13, 2013. The solicitation was advertised and notices were released to prospective bidders, of which 12 downloaded the solicitation. Bids were received from three (3) bidders. After staff's review of the bids received, LCN Group, Inc. has been deemed the lowest responsive, responsible bidder.

RECOMMENDATION

The Administration recommends the award of the contract to LCN Group, Inc., the lowest responsive, responsible bidder pursuant to Invitation to Bid (ITB) 014-2013TC, for the demolition of the Normandy Shores Park Building, in the amount of \$34,875; plus approve a project contingency of 10% for a not-to-exceed grand total of \$38,363; further authorizing the Administration to engage in value engineering to further reduce the cost and time for completion of said project.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	\$32,575	302-2019-069357 (Construction Fund)
OBPI	2	\$3,488	302-2019-069358 (Contingencies Fund)
	3	\$2,300	302-2019-000674 (Architect & Engineering Fund)
	Total	\$38,363	

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Kevin Smith, ext. 6643

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD <i>[Signature]</i>	MT <i>[Signature]</i>	JLM <i>[Signature]</i>

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 17, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT, PURSUANT TO INVITATION TO BID NO. 014-2013TC, FOR THE DEMOLITION OF THE NORMANDY SHORES PARK BUILDING.**

ADMINISTRATION RECOMMENDATION

Approve the award of contract.

KEY INTENDED OUTCOME SUPPORTED

Ensure quality and timely delivery of capital projects.

FUNDING

\$32,575	302-2019-069357 (Construction Fund)
\$3,488	302-2019-069358 (Contingencies Fund)
\$2,300	302-2019-000674 (Architect & Engineering Fund)
\$38,363	Total

BACKGROUND

As part of the FY 09/10 Capital Budget, the Parks and Recreation Department was approved funding in the amount of \$135,500 to replace the existing playground that was beyond repair at the Normandy Shores Park. The funding request proposed the complete replacement of the playground, safety surface, new fencing, furniture, fixture, and equipment.

During project development, the Parks & Recreation Department worked internally to develop a second phase of the park's revitalization, which included a new recreation building/activity pavilion/restroom with storage space, similar to the one built in Fairway Park. A water access/fishing dock and the new playground with shade and safety surfacing was also included.

In January 2012, the Parks and Recreation Department met with Commissioner Jorge Exposito and Normandy Shores HOA Projects Committee Chair Mark Wojak to present the second phase concept and gain initial feedback. Mr. Wojak agreed to take the concept to the Normandy Shores HOA board for their comments. On February 14, 2012, Mr. Wojak recommended that in lieu of the water access concept, the residents on Normandy Shores would prefer a more open green space park which included the demolition of the existing storage building/restroom that is in very poor condition. This restroom is currently utilized by tennis players and a replacement is not included in this project, however, there is a public restroom in the Normandy Shores Golf Club across the street. In addition, a vita course/ fitness circuit similar to the one installed in Lummus Park, park furnishings such as benches, trash

receptacles etc., new fencing, and landscaping were part of the recommendations provided by the residents.

SCOPE OF SERVICES

Demolition and removal of the structure shall include, as follows:

- The Contractor is responsible for contacting utility companies to retire the necessary utilities (natural gas, water, and/or electricity) prior to demolition.
- Demolition and removal of structures shall include removal of the entire identified structure(s) and contents to the construction limits.
- All concrete floor slabs, foundations, pilings, driveways, sidewalks, steps, parking areas, and other above ground and underground improvements associated with the structure shall be removed as noted.
- Fences shall remain, unless otherwise instructed to remove them.
- Cap all building sewer connections at existing wye locations.
- Develop an optional asbestos and lead paint abatement report.
- Removal of any identified underground storage tanks.
- Provide temporary erosion and sediment control on each respective property prior to the start of demolition operations for the full duration of the project. Contractor shall be responsible for the maintenance of controls and control structures and shall be responsible for any clean-up due to failure or inefficiency of such controls. Sedimentation run-off shall not be tolerated and if run-off occurs the Contractor shall take corrective action immediately.
- Grading, backfill, sodding, and return to grade shall be performed as follows:
 - All crawl spaces, lower levels, foundation areas, and any below ground area shall be filled and compacted with earth. The backfill must not be frozen when placed and shall be compacted to a density of 95% of maximum density of the backfill material used as determined by ASTM designation D-698. The top six (6) inches of backfill shall be made with soil suitable for growth of grass and graded to natural grade of surrounding undisturbed earth.
 - Final grading shall insure adequate drainage offsite and not permit ponding of water. All filled and disturbed ground shall be smoothed for mowing.
 - The Contractor shall import clean fill as necessary to establish proper surface grades but the Contractor may cut and fill on site to the extent possible. The Contractor must supply samples of imported fill to be used and approved by the City.
- In the event previously unknown hazardous materials are discovered by the Contractor, the Contractor shall immediately suspend work in the specific location of the hazardous material and immediately notify the City Project Manager;
- All demolition materials and debris shall be removed from the work concurrently with progress of work. Contractor shall not allow mud and debris from vehicle transporting demolition materials to litter any streets or highways. Contractor shall clean any such mud or debris at its sole expense. The City will vigorously enforce all requirements relating to clean-up of debris, dirt, mud, and demolition materials from the site and on streets, highways, and adjacent properties. Cleanup shall follow immediately after and at the same rate as construction and shall not be delayed until entire project is finished. Contractor shall clean all right-of-way and easement areas that were occupied by the Contractor in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc. shall be removed and the area left in a neat and presentable condition. If at any time

during performance of work by Contractor the City's Project Manager determines that cleanup is not being accomplished, the City's representative may direct, in writing, no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed. The Contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.

- Contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the Florida One Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations. Contractor will be required to relocate the utility or work around it at no cost to the City. It will be the responsibility of the Contractor to brace or otherwise secure any utility poles or anchors close to the trenching operation. Contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipe lines, and surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the contractor's actions. If additional or unexpected utility conflicts occur, the Contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project. No time extensions will be granted for associated delays.
- Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed. Contractor shall also comply with all regulatory agencies requirements for safety and use extreme caution to protect the project area to prevent accidents, damage, or injury involving pedestrian or vehicular traffic in the project area. Barricades, safety screening, or other acceptable methods shall be used as needed to keep the public out of danger and to safely divert them around the project area.
- Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the contractor's prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as the contractor may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The contractor shall promptly furnish the Local Public Agency with reports concerning these matters. Contractor shall indemnify and save harmless the City and the City's representative from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- Inspection by Department of Building Development Services for final permit shall be requested by the Contractor within ten (10) days of completion of demolition of each

separate site. Inspection to finalize demolition permit must be requested by Contractor upon completion of demolition and site clean-up.

ITB PROCESS

Invitation to Bid (ITB) 014-2013TC was issued on May 22, 2013, with an opening date of June 13, 2013. The pre-bid conference was held on May 30, 2013. During the pre-bid conference, prospective bidders were instructed on the procurement process and the information their respective proposals should contain.

The Public Group and Bidnet issued bid notices to 31 and 276 prospective bidders respectively of which 10 and 2 accessed the advertised solicitation respectively. In addition, 148 vendors were notified via email, which resulted in the receipt of the following three (3) proposals:

- Cast Development, LLC
- Chin Diesel, Inc.
- LCN Group, Inc.

The following table provides the proposed total base bid prices of the three (3) responsive bids:

LCN Group, Inc.	\$34,875
Chin Diesel, Inc.	\$45,232
Cast Development, LLC	\$46,047

After staff's review of the bids received, LCN Group, Inc. has been deemed the lowest responsive, responsible bidder. Founded in 2004, LCN Group, Inc. is a licensed general contractor specializing in demolition services that also possesses extensive knowledge and field experience throughout South Florida. Notable clients include the City of Lauderhill and the South Florida Water Management District.

CITY MANAGER'S DUE DILIGENCE

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and carefully considered the specifics of this ITB process. As a result, the City Manager recommends to the Mayor and City Commission to award the construction contract to LCN Group, Inc. as the lowest responsive, responsible bidder and authorize the Administration to engage in value engineering to further reduce the cost and time for completion of said project.

CONCLUSION

The Administration recommends the award of the contract to LCN Group, Inc., the lowest responsive, responsible bidder pursuant to Invitation to Bid (ITB) 014-2013TC, for the demolition of the Normandy Shores Park Building, in the amount of \$34,875; plus approve a project contingency of 10% for a not-to-exceed grand total of \$38,363; further authorizing the Administration to engage in value engineering to further reduce the cost and time for completion of said project.

JLM/MT/KGB/KS/AD

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