

CITY OF DELRAY BEACH




100 N.W. 1st AVENUE

• DELRAY BEACH, FLORIDA 33444

• 561/243-7000

MEMORANDUM

TO: Mayor and Commissioners

FROM: Donald B. Cooper, City Manager 

DATE: August 30, 2016

SUBJECT: Execution of Contract for Repairs to Old School Square (OSS) Buildings

Pursuant delegation authority I have executed the contract for the repairs at Old School Square with West Construction Inc., in the amount of \$1,198,694.50. West Construction was the only bidder for the project. The scope of the project includes the following items:

1. Mobilization
2. Insurance, Payment Bond, and Performance Bond
3. Maintenance of Traffic
4. Safety Fencing
5. As-built Drawings for Permanent Record
6. General Building Repairs
7. Door and Hardware Replacement
8. Roof Repairs Including Replacement of Shingles
9. Clean and Repaint Buildings

Please see the attached Bid Tabulation Sheet, Construction Site Staging Area, Article – 5 Contract Time Liquidated Damages and Article 6 – Payment Procedures. Construction will take place in such a manner as not to interfere with the normal scheduling of programs

RE: Execution of Contract for Repairs to Old School Square (OSS) Building

August 30, 2016

Page 2 of 2

at OSS and the contractor will secure the site for weekend use. Work will commence with the Cornell Museum and then move to the Crest Theatre so as to not interfere with the erection of the Christmas tree. Time of construction to substantial completion is 90 days. Construction is expected to commence within 10 days.

DC/ss

(See Attachments)

cc: Francine Ramaglia, Assistant City Manager – Support
Dale Sugerman, Assistant City Manager – Operations
Jeff Costello, CRA Director
Janice Rustin, Interim City Attorney
Isaac Kovner, City Engineer
John Morgan, Environmental Services Director

ITB 2016-130
Center for the Arts Maintenance Improvements
Project #16-004

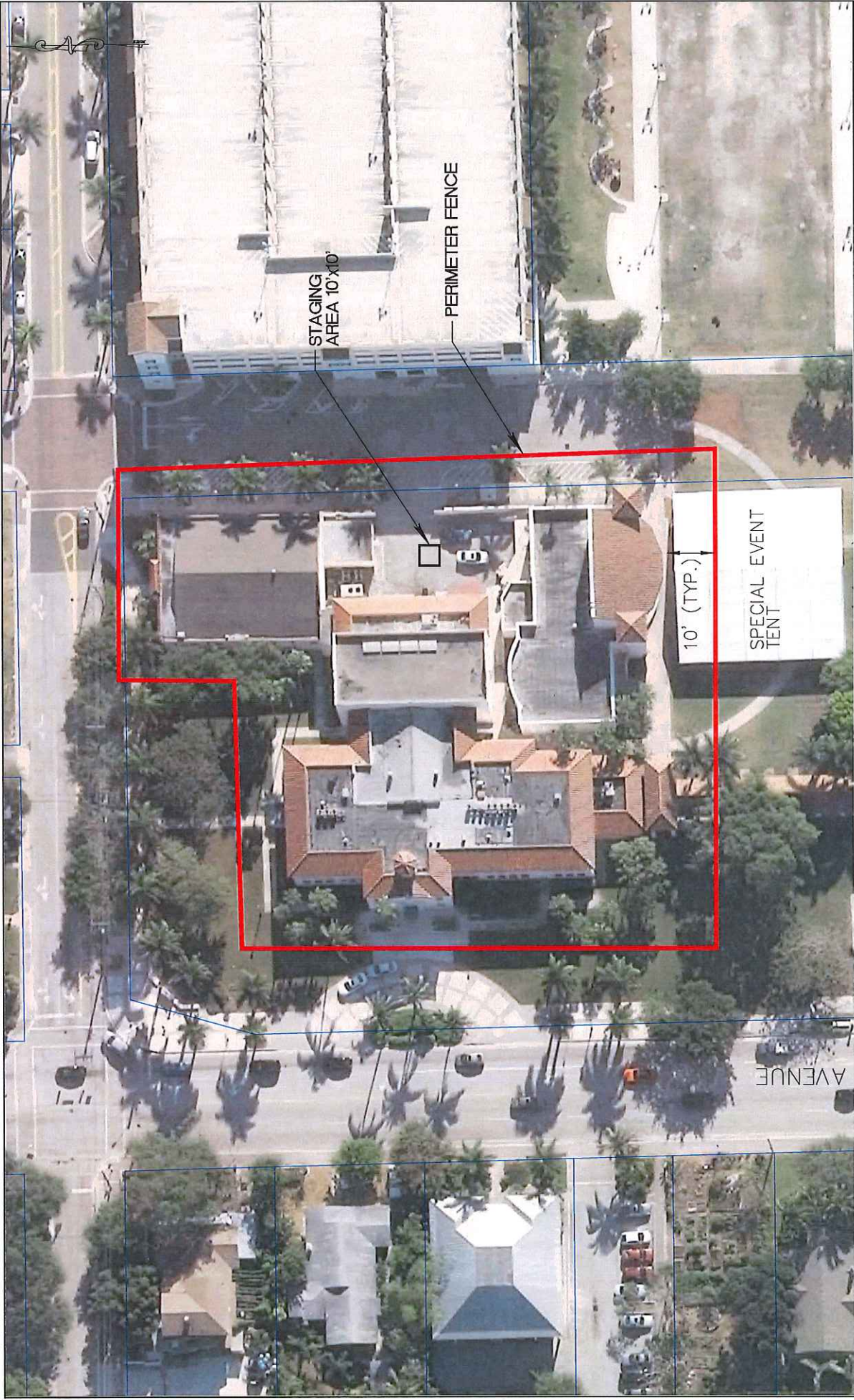
Base Bid Items	Measurements	Unit List	Payment
Item No. 1 - Mobilization - (Not to exceed 3% of total bid price)	1	Lump sum	\$33,460.00
Item No. 2 - Insurance, payment bond, performance bond - (Not to exceed 3% of total bid price)	1	Lump sum	\$33,460.00
Item No. 3 - General Conditions	1	Lump sum	\$69,000.00
Item No. 4 - Indemnification	1	Lump sum	\$10.00
Item No. 5 - Professional Video Allowance	1	Lump sum	\$3,000
Item No. 6 - Maintenance of Traffic	1	Lump sum	\$1,500.00
Item No. 7 - As-Built Record Drawings	1	Lump sum	\$2,000
Item No. 8 - Perimeter Chain Link Fence – 8'-0" high around entire perimeter of project	1	Lump sum	\$18,047.00
Item No. 9 - Allowance for Permits - See technical specification 01020	1	Lump sum	\$25,000
Item No. 10 - Owner's Contingency Allowance - See technical specification 01020	1	Lump sum	\$50,000.00
General Building Repairs			
Item No. 11 - Stucco bands, cornice and parapet caps, precast cladding – Items 1, 2, 14, 17, 18a, 20, 28, 38, 45, 141, 142, 151, 152, 154, 156, 157, 164, 165, 118, 121, 122, 125, 140b on drawings	1	Lump sum	\$88,687.00
Item No. 12 - Patching and stucco repair/replace – Items 3, 22, 30, 35, 38, 40, 55, 67a, 71, 77a, 85, 101a, 105, 111, 144, 167, 171 on drawings	250 SF	\$83.00	\$20,750.00
Item No. 13 - Door and hardware replacement - Items 4, 29, 34, 61, 74b, 83, 84, 92, 96, 101b, 104, 119, 132, 134 on drawings	1	Lump sum	\$62,720.00
Item No. 14 - Soffit vent replacement - Items 5, 109, 120 on drawings	380	\$24.15	\$9,177.00
Item No. 15 - Concrete repair and grout - Items 6, 15, 16, 23, 25, 27, 33a, 46, 52b, 74a, 112 on drawings	20 CF	\$580.00	\$11,600.00


ITB 2016-130
Center for the Arts Maintenance Improvements
Project #16-004

Base Bid Items	Measurements	Unit List	Payment
Item No. 16 – Fencing/ gates – new fences and gates, existing fence repair - Items 7, 31, 48, 65, 110, 143, 161, 66, 67, 129, 140d on dwgs	1	Lump sum	\$9,035.00
Item No. 17 – Plumbing Fittings – Items 8, 18b, 47, 72, 77b, 78, 79, 87, 89, 102d, 169 on drawings	1	Lump sum	\$9,651.00
Item No. 18 – Railings – Items 9, 41, 52a, 58, 81, 82, 90a, 91, 93, 99, 102a, 108, 149, 150, 170a, 170b on drawings	1	Lump sum	\$15,600.00
Item No. 19 – Awning replacement – Items 11, 19, 42, 56 on drawings	1	Lump sum	\$16,600.00
Item No. 20 – Air vent repair/replacement – Items 12, 13, 21, 32, 70, 54, 57 on drawings	1	Lump sum	\$9,583.00
Item No. 21 – Sealant/caulk – Items 22, 24, 39, 59, 98, 125 on dwgs and all windows, doors, stucco cracks, and expansion joints at all buildings.	1	Lump sum	\$37,475.00
Item No. 22 – Wood beams and rafters – Items 115, 116, 158, 168 on drawings	1	Lump sum	\$7,192.00
Item No. 23 – Electrical – clean existing light fixtures, install new, including retrofit step lights, receptacle covers – Items 33c, 76, 90c, 94, 100a, 100b, 102b, 102c, 106, 107, 114, 153 on dwgs	1	Lump sum	\$5,894.00
Item No. 24 – Miscellaneous Repairs – including access doors, asphalt, gutters/downspouts, crest repair, pavers, pipe insulation– Items 36-37, 39, 43-44, 49-51, 59-60, 62, 64, 68-69, 73, 86, 88, 90b, 97, 146-147, 159-160, 162-163, 166, 117, 124, 126, 128, 131, 136, 136a, 138a, 139, 140c on drawings	1	Lump sum	\$50,011.00
Item No. 25 – Pressure wash – all stucco, precast, paver and concrete walkways	1	Lump sum	\$8,100.00
Item No. 26 – Re-Paint Buildings 1, 2, 3, 5 and loggia	63,800 SF	\$1.15	\$73,370.00
Item No. 27 – Re-Paint building 4 interior and exterior - Items 130, 133, 135, 137, 138 on drawings	9,300 SF	\$1.00	\$9,300.00

ITB 2016-130
Center for the Arts Maintenance Improvements
Project #16-004

Base Bid Items	Measurements	Unit List	Payment
Item No. 28 – Clean all exterior aluminum windows	230	\$42.75	\$9,832.50
Item No 29 Add Alternate Bid Items			
Item. No. 29a – Building 1 Roof Replacement	1	Lump sum	\$206,221.00
Item. No. 29b – Building 2 Roof Replacement	1	Lump sum	\$65,554.00
Item. No. 29c – Building 3 Roof Replacement	1	Lump sum	\$91,665.00
Item. No. 29d1 – Building 5 Roof Replacement	1	Lump sum	\$120,000.00
Includes Galvalume metal shingles and KEE roof			
Item. No. 29d2 – Building 5 Roof Replacement - Copper Shingles	1	Lump sum	\$25,200.00
Includes additional cost for Copper Shingles in lieu of			
Galvalume metal shingles included in bid item no. 29d1			
TOTAL BASE BID		Lump Sum	\$1,198,694.50





CITY of DELRAY BEACH
 ENVIRONMENTAL SERVICES DEPARTMENT
 434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444
 Phone: (561) 243-7322 Fax: (561) 243-7060 www.mysdelraybeach.com

GRAPHIC SCALE
 0 10 20 30 40
 1" = 40' HORIZ. 1" = 40' VERT.

ENGINEER'S SEAL

DESIGNED BY: RK
 DRAWN BY: RK
 CHECKED BY: RK
 DATE: MAY 2016 REVISION: DATE DESCRIPTION BY

PROJECT NO. 16-004
 SHEET NO. 1 OF 1
 FILE ID.

OLD SCHOOL SQUARE
 CREST THEATRE
 ROOF REPLACEMENT

Article 5. CONTRACT TIME: LIQUIDATED DAMAGES.

- 5.1 The work will be substantially completed within 90 calendar days from the date of the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within 30 calendar days from the date of Substantial Completion.
- 5.2 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 13 of the General Conditions.

They also recognize that the actual loss suffered by the City if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 5.1 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 or any proper extension thereof granted by the City, Contractor shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 5.1 for completion and readiness for final payment. Contractor expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the City, estimated at the time of executing the Contract. If the City reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the **Construction Management Technician** as provided in the General Conditions.

**Environmental Services Department
Main Administration Building
434 South Swinton Avenue
Delray Beach, Florida 33444**

Attention: Construction Management Technician

- 6.1 Progress Payments. The City shall make progress payments on account of the Contract Price on the basis of Contractor'S Applications for Payment as recommended by Consultant, on or about the First day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 3.6.3 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of the work completed until 50% of the work has been completed and installed, then payment may be made in an amount equal to 95% of the work completed, but in each case, less the aggregate of payments previously made and