

10. **CONSENT AGENDA**

- j. Award City Hall roof replacement contract to Advanced Roofing and Sheet Metal in the amount of \$233,290.00 and authorize the City Manager to execute same

Memorandum

DATE: July 20, 2010

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle *MAC*

RE: City Hall Roof Replacement

RECOMMENDATION: Award City Hall roof replacement contract to Advanced Roofing and Sheet Metal in the amount of \$233,290.00 and authorize the City Manager to execute the contract.

The City Hall roof is 26 years old and is showing signs of deterioration (rust, holes, etc). The life expectancy of a metal roof of this type in Sanibel is approximately 20 years, so the roof is due for replacement. A roofing consultant was hired to study the various roofing options and prepare the technical specifications for the replacement project. The consultant recommended that the bid included pricing for both a white galvalume roof and a mill finish galvalume roof, with the white being preferred due to energy efficiency. The City then prepared the general specifications and placed an advertisement for bids in the June 14, 2010 edition of the Fort Myers News-Press.

In response to the ad, two contractors submitted bids to perform the work. The bids were opened and read aloud on July 8, 2010 in the presence of Eric McNichol from Advanced Roofing and Sheet Metal, Mike Joyce of Crowther Roofing and Sheet Metal and Tony Balog and Gates Castle from the City.

Advance Roofing's bid for the mill and white finishes were \$217, 220 and \$233,290, respectively. Crowther submitted one bid price of \$220,143, but didn't identify which roof finish the bid was based upon. Since Crowther didn't meet the requirement of submitting a bid for each option or stating which option the bid was for, it is recommended that their bid be deemed unresponsive.

Staff recommends that City Council award the City Hall Roof Replacement contract with the white option to Advanced Roofing and Sheet Metal in the amount of \$233,290.00 and authorize the City Manager to execute the contract (copy attached). The Capital Improvement Budget (Fund 300) includes \$300,000 for this project.

C: City Attorney Ken Cuyler  
Finance Director Sylvia Edwards

## CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Advanced Roofing and Sheet Metal doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **City Hall Roof Replacement Project. Project includes the complete removal and replacement of the City Hall Roof.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within SIXTY (60) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$233,290.00, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. Advertisement for Bids
  - B. Information for Bidders
  - C. Proposal
  - D. Agreement
  - E. General Conditions
  - F. Performance and Payment Bond
  - G. Notice of Award
  - H. Notice to Proceed
  - I. Change Order
  - J. Specifications prepared by City of Sanibel including:
    - Uplift Design by CBUCK Engineering, Inc.
    - Technical Specifications by A.L. Freedman Company

L. ADDENDA: None

No. \_\_\_\_\_, dated \_\_\_\_\_.

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER City of Sanibel

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

CONTRACTOR Advanced Roofing and Sheet Metal

ATTEST \_\_\_\_\_

By \_\_\_\_\_

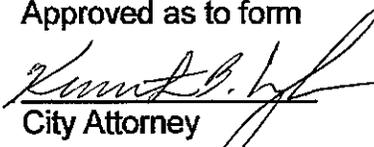
Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form

  
 City Attorney