

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051474

1. ACTION REQUESTED/PURPOSE: Approve waiving of the formal process for BW-05-14 MULTIPLE TANK MODIFICATIONS with CECS Inc., in the lump sum amount of \$115,700.00 with a project completion of seven (7) weeks.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a contractor to provide labor and material for the modification of 15 pre-stressed concrete tanks.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 10. <i>AIDR</i>		5. Meeting Date: <i>10-25-2005</i>
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner
<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department Public Works
<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code <i>AC-4-4</i>	Division Utilities
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: Rick Diaz, P.E., Director
<input type="checkbox"/> Walk-On		<i>10/10/05</i>

9. Background:
CECS Inc., is the original vendor that built the tanks that will be modified with this Bid Waiver. The structural intricacies involved in the construction of a tank of this nature require specific procedures that if not followed could result in possible damages to the structural integrity of these tanks. Also, some of the tanks to be modified are still under warranty and having another vendor work on them could void the warranty.

The Utilities Division submitted a request to Contracts Management to waive the formal process for BW-05-14 MULTIPLE TANK MODIFICATIONS and issue a purchase order with CECS Inc., based on the firm's historical knowledge, possible damages to the structural integrity of the tanks if another vendor were to repair them.

Funds are available in Account: 20726848730.506310

- Attachment: 1. Bid Waiver justification
2. CECS, Inc. Cover Letter Dated August 25, 2005
3. CECS, Inc. Proposal Dated August 25, 2005
4. CECS, Inc. Sole Source Letter Dated September 16, 2005

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants		
<i>J. J. J.</i> 10-10-05	<i>[Signature]</i>	N/A	<i>PAO 10/11</i>	<i>[Signature]</i>	<i>[Signature]</i> 10/12/05	<i>[Signature]</i> 10/13/05	<i>[Signature]</i> 10/13/05	<i>[Signature]</i> 10/13/05	<i>J. J. J.</i> 10-10-05

11. Commission Action:

- Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN:
<i>10-12-05</i>
<i>4:15</i>
COUNTY ADMIN
FORWARDED TO:
<i>10-12-05</i>
<i>4:45 P.M.</i>

Rec. by CoAtty
Date: <i>10/12/05</i>
Time: <i>11:00AM</i>
Forwarded To:

CO. ATTY. FORWARDED TO:
<i>Admin</i>
<i>10/12/05</i>
<i>4pm</i>

From: Rick Diaz
To: Lincoln, Margaret
Date: 10/03/05 10:45:03 AM
Subject: Re: Bid Waiver Request

This vendor CECS is indeed the original vendor that built this tank. The structural intricacies involved in the construction of a tank of this nature require specific procedures that if not followed could result in possible damages to the structural integrity of these tanks.

The price presented in this proposal is also quite modest for the magnitude of the work to be performed. We recommend to request the BOCC to provide us a waiver for these repairs and safety railing installation.

Thanks, Rick.

>>> Margaret Lincoln 09/27/05 10:02AM >>>

Rick,

Attached are three documents from CECS (Crom Engineering & Construction Services) Inc. for Tank Modification at the Olga WTP.

Please provide Contracts with a justification for Bid Waiver on this project. CECS has included a clarification that some of the tanks are still under warranty and having another vendor work on these tanks could void that warranty. See the sole source letter attached.

This project can be done on a purchase order in the amount of \$115,700.

Thank you.

Margaret Ruhé Lincoln
Contracts Specialist
Lee County Contracts Management
239.335.2676 phone
239.335.2335 fax
mlincoln@leegov.com
www.lee-county.com

CC: Denney, Chad; Hill, Thomas; Logan, Cindy; Velez, Ivan



August 25, 2005

Via E-Mail and Mail: CDenny@leegov.com

Mr. Chad Denny
Lee County Water Department
1450 Werner Drive
Alva, Florida 33920

Re: Tank Modifications
Lee County
Alva, Florida

Dear Mr. Denny:

As requested, attached is the proposal to fabricate and install aluminum handrails around dome access hatches, aluminum hatch covers and fiberglass eyelids for protection of overflows on 15 water storage tanks. Our proposal describes in detail the scope of work and a lump sum price.

After you have had a chance to read our proposal, we will call you to discuss any modifications or changes needed.

We appreciate the opportunity to offer our services to Lee County and look forward to working with you. If you have any questions, please telephone us at 800.289.2766.

Sincerely,

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.

A handwritten signature in black ink, appearing to read "Jeffery D. Malpass".

Jeffery D. Malpass, P.E.
President

/jlm

Enclosures

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.

250 SW 36th Terrace • Gainesville, Florida 32607 • 352-372-3436 Fax: 352-372-6209



August 25, 2005

PROPOSAL

MULTIPLE TANK MODIFICATIONS LEE COUNTY UTILITIES FT. MYERS, FLORIDA

Crom Engineering and Construction Services, Inc. (CECS) proposes to provide labor and material for the modification of 15 prestressed concrete tanks listed below in accordance with all applicable codes and standards including OSHA and AWWA, ACI and standard prestressed concrete tank design to meet the requirements of Florida Administrative Code 62-555.350.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

Prior to starting work, Crom Engineering and Construction Services, Inc. will gather all data required including any available computations, detailed drawings, and specifications.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, we will be prepared to start work **4 weeks** after approval of our working drawings; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **3 weeks** working time thereafter.

In the event that we cannot start the job by the December 6, 2005 because of delays of any nature which are caused by the owner or other contractor employed by him or other circumstances over which we have no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

We hereby certify that we have complete Workers' Compensation Insurance, and that we carry adequate Liability and Property Damage Insurance as well as Builders' Risk Insurance. A certificate will be furnished by our insuring agency upon request.

4. SERVICES TO BE FURNISHED BY CROM ENGINEERING AND CONSTRUCTION SERVICES, INC.

We propose to furnish all supervision, labor, material and equipment required to complete the work, except as noted in Paragraph 5. The services to be furnished by Crom Engineering and Construction Services, Inc. are specifically:

- a. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch covers and fiberglass eyelids for overflows at College Parkway Plant, Old Crom Job #6714.

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.

250 SW 36th Terrace • Gainesville, Florida 32607 • 352-372-3436 Fax: 352-372-6209

- b. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at College Parkway Plant, Old Crom Job #7349.
- c. Fabrication and installation of aluminum handrails around dome access hatches, rebuild hatch curb, aluminum hatch cover and fiberglass eyelids for overflows at Green Meadows Plant, Old Crom Job #7710.
- d. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at North Reservoir, Old Crom Job #7736.1.
- e. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at South Reservoir, Old Crom Job #7736.2.
- f. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at Waterway Estates Water Plant, Old Crom Job #7748.
- g. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at Alico Road Booster Station, Old Crom Job #7937.
- h. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at Bartow Plant, Old Crom Job #7944.
- i. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at Corkscrew Plant, Old Crom Job #8005.
- j. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at 41 Booster Station, Old Crom Job #8531.
- k. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at Pinewoods RO Plant, Old Crom Job #8949.
- l. Fabrication and installation of aluminum hatch cover and fiberglass eyelids for overflows at Pinewoods RO Plant, Old Crom Job #9739.
- m. Fabrication and installation of aluminum handrails around dome access hatches, aluminum hatch cover and fiberglass eyelids for overflows at Miner's Corner Booster Station, Old Crom Job #01027.

- n. Fabrication and installation of fiberglass eyelids for overflows at North RO Plant, Old Crom Job #03088 (2-Tanks).

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to Crom Engineering and Construction Services, Inc.

- a. Adequate access to the tank site including open storage space for our vehicles, equipment and materials, conveniently located near the tank to be modified.
- b. Three staging areas for temporary storage of handrails, hatch covers and eyelids, preferably one each in the North, South and East in Lee County.
- c. A continuous supply of potable water under minimum pressure for the use of the CECS crew within 100 feet of the tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected.
- e. Any permit or other governmental fees as may be required for the work.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. Crom Engineering and Construction Services, Inc.'s claims for extras shall carry 30% for overhead and 10% for profit.

7. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

8. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the owner or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that Crom Engineering and Construction Services, Inc. sign a contract with any labor organization. In

the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the owner or the contractor so long as Crom Engineering and Construction Services, Inc. has sufficient qualified employees available to perform the work.

9. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

a. Provide and install accessories as listed in 4.a	\$7,600.00
b. Provide and install accessories as listed in 4.b	\$7,650.00
c. Provide and install accessories as listed in 4.c	\$9,375.00
d. Provide and install accessories as listed in 4.d	\$8,600.00
e. Provide and install accessories as listed in 4.e	\$8,600.00
f. Provide and install accessories as listed in 4.f	\$9,200.00
g. Provide and install accessories as listed in 4.g	\$8,900.00
h. Provide and install accessories as listed in 4.h	\$8,550.00
i. Provide and install accessories as listed in 4.i	\$8,850.00
j. Provide and install accessories as listed in 4.j	\$8,550.00
k. Provide and install accessories as listed in 4.k	\$8,850.00
l. Provide and install accessories as listed in 4.l	\$6,600.00
m. Provide and install accessories as listed in 4.m	\$9,975.00
n. Provide and install accessories as listed in 4.n	\$4,400.00

TOTAL: \$115,700.00

One-Hundred Fifteen Thousand Seven Hundred Dollars

\$115,700.00

Final payment, including any retention, shall be made within **30 days** from the time work is completed or the billing is received, and is to be received by us in our office at 250 SW 36th Terrace, Gainesville, Florida 32607. Final payment shall not be held up because of delays in testing. Owner shall pay CECS interest at 18% per annum on any overdue amounts.

10. ADDITIONAL WORK

If the Owner wishes to have CECS to perform any additional repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CECS its standard charges for such work.

It is agreed that CECS shall not be responsible for any consequential, special or delay damages.

It is agreed that the venue for any litigation under this Agreement shall be in Alachua County, Florida.

If CECS engages an attorney for the collection of the amounts due from the Owner, the Owner shall pay CECS its reasonable attorney's fees and costs through any appeal.

11. GUARANTEE

CECS will guarantee its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CECS personnel will perform a walk through with the responsible party overseeing our work for the Owner or Contractor. In case any defects in CECS' workmanship or materials appear within the one-year period after completion of CECS' work, CECS shall promptly make repairs at its own expense upon written notice by the Owner or Contractor that such defects have been found. CECS' guaranty is limited to defects in CECS' workmanship and materials and CECS is not responsible for ordinary wear and tear or for damage resulting from negligent or inappropriate use.

12. ACCEPTANCE

This proposal is offered for your acceptance within 45 days from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.



Jeffery D. Malpass, P.E.
President

/jlm

ACCEPTED

BY: _____

TITLE: _____

DATE: _____



September 16, 2005

Via Email: CDenney@leegov.com

Mr. Chad Denney
Lee County Water Department
1450 Werner Drive
Alva, FL 33920

Subject: Tank Modification
Prestressed Concrete Ground Storage Tanks
Lee County, Florida

Dear Mr. Denney:

As requested, we have prepared a proposal to provide and install new OSHA approved aluminum handrails, hatch covers, and eyelid protectors for the precast concrete overflows for the ground storage tanks built by The Crom Corporation. The new items will be installed on tanks of various ages that have been constructed over the years by The Crom Corporation. In some cases these tanks are still under warranty and problems associated with faulty installation of these items could void that warranty if not performed by an approved contractor. Additionally, because of the special nature of these tanks and the way they are constructed a thorough understanding of the methods used is critical. The Crom Corporation fabricates all the aluminum and fiberglass accessories to the proper specifications in order to fit our tanks. All accessories are fabricated in our shop facility under controlled conditions and can not be ordered from other sources. Additionally, as part of the required installation work, some modification in the tank structure may be needed such as anchor bolts being drilled into the tanks walls and domes, and the contractor who performs this work should be familiar with the tank.

Thank you for giving us the opportunity to assist you. Please let us know if you have any further questions. We look forward to hearing from you.

Sincerely,

CROM ENGINEERING & CONSTRUCTION SERVICES, INC.

A handwritten signature in black ink, appearing to read "Jeffery D. Malpass".

Jeffery D. Malpass, P.E.
President

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