



**CITY MANAGER'S REPORT
AGENDA ITEM REQUEST
FINANCE DEPARTMENT**

TO: Ed Lavallee, City Manager *[Signature]*
THROUGH: Linda Senne, Interim Finance Director *[Signature]*
FROM: Peter Boers, Procurement Manager *[Signature]*
DATE: May 23, 2016
MEETING DATE: June 14, 2016
SUBJECT: **Approval of Contract for the Reverse Osmosis Water Treatment Plant Air Release Valve and Valve Replacement**

Background:

At the request of the Utilities Department, Procurement has solicited sealed bids for the Reverse Osmosis Water Treatment Plant (WTP) Air Release Valve (ARV) and Valve Replacement Project. On May 6, 2016, three (3) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to DeJonge Excavating Contractors, Inc. of Nokomis, FL, a "local business" as defined in Section 2-211, as the lowest responsive and responsible bidder, in the amount of \$138,075.00. A Notice of Intent to Award was issued on May 10, 2016

The Utilities Department has reviewed the bid responses and concurs with this recommendation.

Requested Action:

Approval of the attached contract with DeJonge Excavating Contractors, Inc. in the amount of \$138,075.00 and grant authorization for the Mayor to execute the contract.

City Attorney Review:

The City Attorney has reviewed this document and finds no legal objections.

Risk Management Review:

The Risk Manager has reviewed this document and finds no risk management objections.

Funds Availability (account number):

Funds appropriated in department account for budget year 2015-2016

Cc: Tim Hochuli, Utilities Director
Attachments



CITY OF VENICE
401 W. Venice Avenue Venice, FL. 34285

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 3028-16

BID TITLE: WTP ARV and Valve Replacement

DUE DATE AND TIME: May 6, 2016 at 2:00PM

RESPONDENTS:

Company Name	City	County	Total Base Bid
Close Construction	Okeechobee, FL	Okeechobee	\$157,917.00
David Kuxhausen Construction, LLC	Sarasota, FL	Sarasota	\$147,500.00
DeJonge Excavating Contractors, LLC	Nokomis, FL	Sarasota	\$138,075.00

AWARD: Lowest responsive and responsible Total Base Bid.

RESULTS: DeJonge Excavating Contractors, LLC, having submitted the lowest responsive and responsible bid is recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 5/10/16



PROCUREMENT DEPARTMENT - CITY OF VENICE, FLORIDA
ITB 3028-16 - BID TABULATION SHEET
WTP ARV AND VALVE REPLACEMENT

DUE: MAY 6, 2016 @ 2:00 PM

Please print for all columns:

#	FIRM NAME	TOTAL BID PRICE	RESPONSIVE Y/N
1	Close Construction, LLC	\$157,917.00	Yes
2	David Kuxhausen Construction, LLC	\$147,500.00	Yes
3	DeJonge Excavating Contractors, Inc.	\$138,075.00	Yes
4			
5			
6			
7			

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2016, by and between the City of Venice, Florida, hereinafter referred to as the City, and DeJonge Excavating Contractors, Inc., hereinafter referred to as the Contractor.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, the City's Invitation to Bid (ITB) #3028-16 WTP Air Release Valve and Valve Replacement, including: standard general conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #3028-16, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within **ninety (90)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit A, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: **one hundred thirty eight thousand seventy-five dollars & 00/100s (\$138,075.00)**.

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **seven hundred fifty-eight dollars (\$758.00)** per day for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer

setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit B. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, *et seq.*, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel, or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the City. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees, and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

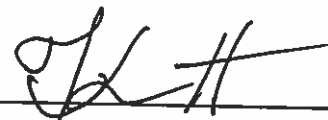
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

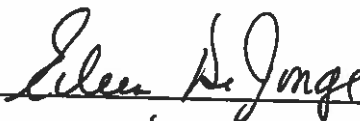
BY: _____
MAYOR JOHN HOLIC

ATTEST:

DEJONGE EXCAVATING CONTRACTORS, INC.



Robert Merritt
Signed by (typed or printed)

BY: 

Eileen DeJonge
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

**EXHIBIT A
City of Venice
WTP ARV and Valve Replacement**

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
WTP ARV and Valve Replacement					
1	PRE-CONSTRUCTION VIDEO	LS	1	\$ 7,500.00	\$ 7,500.00
2	INSTALLATION OF INSERTION VALVES				
2A	INSERTION VALVE C00-0633 (16-INCH)	EA	1	\$ 43,000.00	\$ 43,000.00
2B	INSERTION VALVE C00-0634 (12-INCH)	EA	1	\$ 26,000.00	\$ 26,000.00
3	REPLACEMENT OF AIR RELEASE VALVE ARV-W001 (16-INCH)	EA	1	\$ 15,000.00	\$ 15,000.00
4	OWNER'S ALLOWANCE	LS	1		\$40,000.00
SUBTOTAL (Bid Items 1 - 4)					\$ 131,500.00
5	MOBILIZATION/DEMobilIZATION (NOT TO EXCEED 5% OF SUBTOTAL)	LS	1	\$ 6,575.00	\$ 6,575.00
TOTAL BASE BID PRICE					\$ 138,075.00
TOTAL BASE BID PRICE (WRITTEN IN WORDS): one hundred thirty eight thousand seventy-five dollars and 00/100's					

EXHIBIT B

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to Business Auto and General Liability).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate.
NO OTHER FORMAT WILL BE ACCEPTABLE.

3. The "Acord" certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, and Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its

Elected Officials, Officers, Agents, and Employees.

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
 - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
 - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
 - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
 - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
 - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance
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company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

- j) All property losses shall be payable to, and adjusted with, the City.