



CITY MANAGER'S REPORT AGENDA ITEM REQUEST

FINANCE DEPARTMENT

TO: Ed Lavallee, City Manager

THROUGH: Jeff Snyder, Finance Director

FROM: Jon Mayes, Procurement Specialist

DATE: August 6, 2013

SUBJECT: **Eastside Water Reclamation Facility 7.5 MG Ground Storage Tank (ITB # 2969-13)**

Background:

At the request of the Utilities Department, Procurement solicited sealed bids for the "Eastside Water Reclamation Facility 7.5 MG Ground Storage Tank". On July 9, 2013 Procurement received and subsequently opened the sealed bids. Bids were received from: Precon Corporation of Newberry, FL and Crom Corporation of Gainesville, FL.

Based on the attached recommendation of award and bid tabulation prepared by the engineer of record for the project, staff recommends award of the project to Precon Corporation of Newberry, FL as the lowest responsive, responsible bidder in the amount of \$2,816,556.00. The City has an agreement for Southwest Florida Water Management District (SWFWMD) Cooperative Funding for project construction. Local preference is not authorized for projects utilizing SWFWMD Cooperative Funding, therefore, no local preference was included in the bid documents.

This request is made in concurrence with Len Bramble, P.E., Utilities Director and Tim Hochuli, P.E., Assistant Utilities Director

Requested Action:

We request Council's approval of the attached contract with Precon Corporation, the lowest responsive, responsible bidder for the project in the amount of \$2,816,556.00.

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 2012-2013 (account no. 421-1204-535.63-00).

COPY

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2013, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the City, and **Precon Corporation, 115 SW 140th Terrace, 32669**, of the City of **Newberry**, County of **Alachua**, and State of **Florida**, 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, standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, bid proposal, payment and performance bonds, all of which are hereby made a part of this agreement.

(2) The Contractor shall perform all the work required by the contract documents for the following described project; and shall include installation of the listed items, per bid specifications:

City Bid # ITB# 2969-13: Eastside Water Reclamation Facility 7.5 MG Ground Storage Tank

(3) The work to be performed under this contract shall be completed within **240** 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, subject to the terms and conditions of the contract documents and any written change orders, the contract sum of: **Two-Million Eight-Hundred-Sixteen Thousand- Five-Hundred-Fifty-Six Dollars & 00/100 (\$2,816,556.00).**

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of One Thousand Dollars (\$ 1000.00) per day for each calendar day that the work remains uncompleted 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) 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:

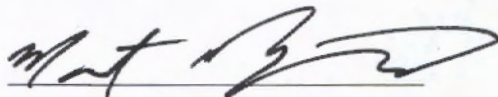
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY: _____

ATTEST:

CONTRACTOR



Mort Vineyard, PE

Signed by (typed or printed)



BY: _____
Richard G. Moore, PE
President

Signed by (typed or printed)