





MANAGER'S REPORT AGENDA ITEM REQUEST FINANCE DEPARTMENT



TO: Ed Lavallee, City Manager
THRU: Jeff Snyder, Finance Director 
FROM: Jon Mayes, Procurement Specialist 
DATE: September 26, 2013

SUBJECT: Flamingo Ditch and Deertown Gully Outfall (ITB# 2958-13)

Background:

At the request of the Engineering- Stormwater Department, Finance solicited sealed bids for the "Flamingo Ditch and Deertown Gully Outfall". This project is intended to have a qualified Firms provide environmental restoration of two large drainage conveyance ditches within the City of Venice, Flamingo Ditch and Deertown Gully. The project includes channel excavation/de-silting, nuisance vegetation removal and native vegetation planting. On September 10, 2013 bids were received and subsequently opened from: Adventure Environmental, Inc. of Miami, FL, Waterfront Property Services, LLC bda Gator Dredging of Pinellas Park, FL and Quality Enterprises USA, Inc. of Naples, FL.

It was determined that Quality Enterprises USA, Inc. of Naples, FL is a responsive, responsible bidder. It was also determined by the Southwest Florida Water Management District (SWFWMD), that Quality Enterprises USA, Inc. is a responsive, responsible and agreed to allow the City of Venice to contract with this firm. The Engineering-Stormwater Department wishes to contract with Quality Enterprises USA, Inc. for the amount of \$624,157.00.

Requested Action:

It is requested that City Council concur with Engineering- Stormwater's determination of Quality Enterprises USA, Inc., being a responsive, responsible bidder and grant authorization for Engineering to enter into a contract for the amount of \$624,157.00.

City Attorney Review: Approved

Risk Management Review: Approved

Funds Availability: Funds are appropriated in the Engineering Stormwater fund budget.

cc: Bid file

James Clinch, Stormwater Engineer
Kathleen Weeden, City Engineer

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 **Quality Enterprises USA, Inc., 3894 Mannix Drive, Suite 216**, of the City of **Naples**, County of **Collier**, and State of **Florida 34114-5406**, 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# 2971-13: Flamingo Ditch and Deertown Gully Outfall

(3) The work to be performed under this contract shall be completed within **123** 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: **Six-Hundred Twenty-Four Thousand- One-Hundred Fifty-Seven Dollars & 00/100 (\$ 624,157.00).**

(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 **Five Hundred Dollars (\$500.00) 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) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Contractor upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(8) 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.

(9) In accordance with the Southwest Florida Water Management District (SWFWMD) Grant Agreement: Pursuant to Subsection 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

(10) In accordance with the Southwest Florida Water Management District (SWFWMD) Grant Agreement: Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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:

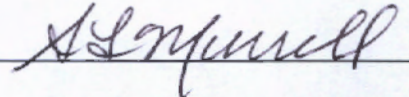
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK


BY: _____

ATTEST:

CONTRACTOR
Quality Enterprises USA, Inc.



Stacey L. Murrell, Secretary
Signed by (typed or printed)

BY: 

Louis J. Gaudio, Vice President
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney



PROCUREMENT DEPARTMENT - CITY OF VENICE, FLORIDA
 BID TABULATION SHEET
 ITB # 2971-13: FLAMINGO DITCH &
 DEERTOWN GULLY OUTFALL
 DUE: SEPTEMBER 10, 2013 @ 2:00 PM

Please print for all columns:

#	Firm Name	Total Bid	All Required Forms- y/n
1	Quality Enterprises USA, Inc.	Total Bid Price- \$598,161.00 ----- [Alternative #1]- \$ 25,996.00	Yes
3	Gator Dredging	Total Bid Price- \$1,409,739.34 ----- [Alternative #1]- \$ 36,876.80	Yes
4			
5	Adventure Environmental	Total Bid Price- \$ 953,628.05 ----- [Alternative #1]- \$ 30,000.00	Yes
6			
7		Total Bid Price- ----- [Alternative #1]-	
6			
7		Total Bid Price- ----- [Alternative #1]-	