

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: April 24, 2014

SUBJECT: **Approve Contract for Shade Hangar Replacement at Venice Municipal Airport (ITB # 2982-14) with Slack Construction for \$214,033**

Background:

At the request of the Airport and with funding through a Joint Participation Agreement (JPA) from the Florida Department of Transportation (FDOT), Procurement solicited sealed bids for a "Shade Hangar Replacement at Venice Municipal Airport". Procurement received and subsequently opened three (3) sealed bids on April 17, 2014. Two "no bid" responses were also received.

Based on the attached bid tabulation and FDOT's approval, staff recommends award of the contract to Slack Construction, Inc. of Ocala, FL, the lowest responsive and responsible bidder, in the amount of \$214,033.00.

The JPA provides for up to \$312,500 in total project costs, 80% of which is funded by FDOT. The remaining 20% is paid for by the Airport Fund. To date, \$44,020 has been spent on structural analyses and engineering design services.

This request is made in concurrence with Chris Rozansky, Airport Administrator. The project will result in the replacement of a 12-unit shade hangar building estimated to add \$24,000 in annual revenue to the Airport Fund.

Requested Action:

We request Council's approval of the attached contract with Slack Construction, Inc. in the amount of \$214,033 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 2013-2014

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2014, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the City, and **Slack Construction, Inc., 2011 NE 8th Road**, of the City of **Ocala, 34478**, County of **Marion**, and State of **Florida**, hereinafter referred to as the Contractor.

W I T N E S S E T H:

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 contract.

(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:

ITB# 2982-14: Shade Hangar Replacement at Venice Municipal Airport

(3) The work to be performed under this contract shall be completed within **180** 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-Hundred- Fourteen Thousand and Thirty-Three Dollars & 00/100 (\$ 214,033.00).**

(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 **Two-Hundred and Fifty Dollars (\$250.00) 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 except 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. The City shall permit, and shall require the Contractor to permit, any and all City of Venice authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project. This audit period shall be for up to five business days. Audits shall be allowed up to one-year after official project completion date.

(8) This Agreement 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 contract have hereunto set their hands and seals and have executed this contract, the day and year first above written.

(SEAL)

ATTEST:

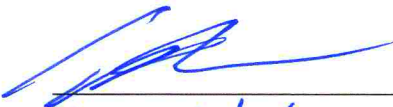
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY: _____
MAYOR

ATTEST:

CONTRACTOR



Cynthia C. Slack, Secretary
Signed by (typed or printed)

BY: 

Michael J. Slack, President
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney