



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: September 6, 2013

SUBJECT: **Intracoastal Waterway Force Main Replacement Project
(ITB # 2972-13)**

Background:

The City of Venice has two (2) parallel 10-inch sanitary sewer force mains that cross the bottom of the Intracoastal Waterway adjacent to the Venice Avenue bridge. The two force mains were installed in 1959 and are constructed of cast iron. Over the years, one of the two force mains has been taken out-of-service due to deterioration. In order to improve the domestic wastewater transmission system's reliability in this area, it is proposed that a new force main be constructed across the Intracoastal Waterway to replace the existing force mains.

The Invitation-To-Bid (ITB) for the construction of the new force mains contained two options: Base Bid 1 proposed the installation of a 16-inch High Density Polyethylene (HDPE) pipe; and Base Bid 2 proposed the installation of a 14-inch Fusible Polyvinyl Chloride (PVC) pipe. Both installations will be done via the Horizontal Directional Drill (HDD) method. The project also includes the extension of approximately 500 feet of a 4-inch force main to connect to the new force main.

Staff recommends awarding the Base Bid 2 option to install the 14-inch PVC pipe due to staff's familiarity with PVC piping, stocking of typical repair parts and ability to perform emergency and other repairs using in house forces. Attached is the Engineer's Recommendation of Award which includes a Bid Tabulation. Due to the inclusion of two bid alternatives, the ITB specifically stated that the contract shall be awarded in the best interest of the Owner.

The City publicly advertised for the construction of the Intracoastal Waterway Force Main Replacement project and received four (4) bids in response to the advertisement. A bid tabulation summarizing the four (4) bids is attached. Two (2) of the bids received were submitted by local firms, as defined by City Code. Neither of these firms was within 10% of the lowest bidder, therefore the Code's local preference provision did not apply.

Requested Action:

We request Council's approval of the attached contract with T.B. Landmark Construction Inc., the lowest responsive, responsible bidder for the project in the amount of \$512,751.00.

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:

Funds are appropriated in Utility fund budget.



SERVICES

Civil Engineering
Environmental Engineering
Transportation Planning & Engineering
Pavement Management
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
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(FL #LC26000183)

OFFICE LOCATIONS

FLORIDA

Jacksonville
Miami
Sarasota
Tampa

TEXAS

Austin
Dallas

4921 Memorial Highway
One Memorial Center
Suite 300
Tampa, Florida 33634
phone 813.880.8881
fax 813.880.8882
Pasco 727.846.0904

August 28, 2013

Mr. Tim Hochuli, P.E.
City of Venice
Utilities Department
3510 East Laurel Road
Nokomis, FL 34275

Re: Intracoastal Waterway Force Main Replacement Project
Bid No. 2972-13
Recommendation of Award

Dear Mr. Hochuli:

King Engineering Associates, Inc. (King) has evaluated the four bids received on August 13, 2013 for the referenced project. The apparent low bidder is TB Landmark Construction, Inc. (TB Landmark) for both Base Bid No. 1 - 16" HDPE in the amount of \$509,551.00 and Base Bid No. 2 - 14" Fusible PVC in the amount of \$512,751.00. A summary tabulation of the four bids is enclosed for your review. Based on our discussions with you and other City staff, it is our understanding that the City would prefer to have the replacement force main be constructed of Fusible PVC for the following reasons:

- From an operations and maintenance perspective, the City crews are familiar with working with PVC pipe systems.
- The City crews are able to repair PVC pipe systems "in-house", whereas repairing HDPE pipe requires the City to hire a contractor in order to fuse the HDPE pipe.

As part of the bid evaluation, King contacted TB Landmark to discuss their understanding of the project and the bid items. In summary, the following topics were discussed with TB Landmark and they have indicated the following:

- TB Landmark understands the scope of work and geotechnical site conditions;
- TB Landmark understands the schedule requirements and contract time;
- TB Landmark has indicated that they have no exceptions in their bid; and
- TB Landmark is comfortable with their bid prices and what is included in each bid item.

Mr. Tim Hochuli, P.E.
August 28, 2013
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King also contacted the following references provided by TB Landmark:

- Donna Kaluzniak, Utilities Director - City of Atlantic Beach, FL
- Peter Kunen - Senior Supervising Engineer, Craig A. Smith & Associates
- Patrick Burke - Engineer, formerly for City of Port Wentworth, GA

Records of the phone conversation are attached.

TB Landmark appears capable of successfully performing the work based on their understanding of the project, their experience, and their past performance on projects based on feedback from the above references.

Therefore, we recommend that the City award the contract to TB Landmark Construction, Inc. for Base Bid No. 2 (14" Fusible PVC) in the amount of Five Hundred Twelve Thousand Seven Hundred Fifty-One Dollars and Zero Cents (\$512,751.00).

Should you have any questions or concerns regarding this recommendation, please contact us.

Sincerely,

KING ENGINEERING ASSOCIATES, INC.



Loc P. Truong, P.E.
Sr. Project Manager

LPT/kdj

Enclosures

cc: Christopher F. Kuzler, P.E. – King
Christopher B. High – King
File: 4799-003-000 (100)

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Intracoastal Waterway Force Main Replacement Project

Bid No: 2972-13

Contractor: TB Landmark Construction, Inc.

Reference: Donna Kaluzniak - City of Atlantic Beach, FL

Date of Phone Call: August 27, 2013

1. What kind of project did the Contractor work with you on?

13,000 LF of 16-inch and 18-inch FPVC force main installed via open cut and horizontal directional drill.

2. What was the construction cost of the project?

Approximately \$1.5M

3. What year was the contract completed?

2011

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes.

6. Were there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No delays and the TB Landmark completed the project ahead of schedule.

7. Were there any significant change orders?

No. There was one (1) change order in the amount of \$5,000 to install an "install valve"

8. If you had the choice, would you use this Contractor again?

Yes.

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Intracoastal Waterway Force Main Replacement Project

Bid No: 2972-13

Contractor: TB Landmark Construction, Inc.

Reference: Patrick Burke, P.E. - Previously worked for City of Port Wentworth, GA

Date of Phone Call: August 21, 2013

1. What kind of project did the Contractor work with you on?

1,200-LF 12-inch HDPE force main under Interstate 95 (I-95) via horizontal directional drill.

2. What was the construction cost of the project?

Could not recall.

3. What year was the contract completed?

2011

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes.

6. Were there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

No delays and TB Landmark completed the project on time.

7. Were there any significant change orders?

There were several change orders due to unknown utilities, but no change orders that were driven by the Contractor.

8. If you had the choice, would you use this Contractor again?

Yes.

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Intracoastal Waterway Force Main Replacement Project

Bid No: 2972-13

Contractor: TB Landmark Construction, Inc.

Reference: Peter Kunen - Craig A. Smith & Associates, Inc

Date of Phone Call: August 22, 2013

1. What kind of project did the Contractor work with you on?

14,000 LF of 16-inch HDPE force main under Collins Avenue for Bal Harbour Village, Florida.

2. What was the construction cost of the project?

Approximately \$3M.

3. What year was the contract completed?

2011

4. Did Contractor do quality work, i.e. were you pleased with his performance?

Yes.

5. Was the contractor easy to contact and work with?

Yes.

6. Where there any delays/schedule issues? Did Contractor complete work within the specified contract time period?

TB Landmark started the project late, but finished the project early.

7. Were there any significant change orders?

There were a total of seven (7) change orders. All of them were due to design changes that the Village requested. No change orders were driven by the Contractor.

8. If you had the choice, would you use this Contactor again?

Yes.

City of Venice
Intracoastal Waterway Force Main Replacement Project
Bid No. 2972-13
Bid Tabulation Summary

BASE BID 1												
BIDDER:				WESTRA CONSTRUCTION GROUP		WOODRUFF & SONS		ANDREW SITE WORK LLC		T B LANDMARK CONSTRUCTION		Average
Item No.	Estimated Quantity	Unit	Description	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	
1	900	LF	16" DR-9 HDPE Force Main Installed by HDD	\$ 335.00	\$ 301,500.00	\$ 406.54	\$ 365,886.00	\$ 405.00	\$ 364,500.00	\$ 264.00	\$ 237,600.00	\$ 317,371.50
2	60	LF	16" C-905 PVC Force Main by Open Cut Method	\$ 525.00	\$ 31,500.00	\$ 587.97	\$ 35,278.20	\$ 54.00	\$ 3,240.00	\$ 115.00	\$ 6,900.00	\$ 19,229.55
3	540	LF	4" C-900 PVC Force Main by Open Cut Method	\$ 40.00	\$ 21,600.00	\$ 62.92	\$ 33,976.80	\$ 40.75	\$ 22,005.00	\$ 46.00	\$ 24,840.00	\$ 25,605.45
4	5	TON	Ductile Iron Fittings	\$ 14,000.00	\$ 70,000.00	\$ 12,298.24	\$ 61,491.20	\$ 106.00	\$ 530.00	\$ 6,500.00	\$ 32,500.00	\$ 41,130.30
5	4	EA	Combination Air/Vacuum Assembly	\$ 8,000.00	\$ 32,000.00	\$ 11,560.06	\$ 46,240.24	\$ 6,510.00	\$ 26,040.00	\$ 7,800.00	\$ 31,200.00	\$ 33,870.06
6a	3	EA	16" Eccentric Plug Valves with Box	\$ 7,000.00	\$ 21,000.00	\$ 6,247.61	\$ 18,742.83	\$ 5,323.00	\$ 15,969.00	\$ 5,867.00	\$ 17,601.00	\$ 18,328.21
7	1	EA	4" Eccentric Plug Valve with Box	\$ 1,200.00	\$ 1,200.00	\$ 4,525.82	\$ 4,525.82	\$ 1,031.00	\$ 1,031.00	\$ 1,100.00	\$ 1,100.00	\$ 1,964.21
8	20	CYD	Flowable Fill for Pipe Conflicts	\$ 130.00	\$ 2,600.00	\$ 351.96	\$ 7,039.20	\$ 115.00	\$ 2,300.00	\$ 154.00	\$ 3,080.00	\$ 3,754.80
9	30	CYD	Abandonment of Existing Force Main with Flowable Fill	\$ 525.00	\$ 15,750.00	\$ 415.96	\$ 12,478.80	\$ 290.00	\$ 8,700.00	\$ 329.00	\$ 9,870.00	\$ 11,699.70
10	2	EA	16" x 16" Tapping sleeve and Valve (Wet Tap Existing 16" Cast Iron Force Main)	\$ 19,000.00	\$ 38,000.00	\$ 18,332.54	\$ 36,665.08	\$ 13,818.00	\$ 27,636.00	\$ 15,300.00	\$ 30,600.00	\$ 33,225.27
11	2	EA	16" Temporary Line Stop	\$ 17,000.00	\$ 34,000.00	\$ 14,004.47	\$ 28,008.94	\$ 8,270.00	\$ 16,540.00	\$ 14,000.00	\$ 28,000.00	\$ 26,637.24
12	1	LS	Site Restoration	\$ 82,000.00	\$ 82,000.00	\$ 51,518.36	\$ 51,518.36	\$ 15,800.00	\$ 15,800.00	\$ 30,000.00	\$ 30,000.00	\$ 44,829.59
13	15	CYD	Reverse Dead Man & Cast-In-Place Thrust Blocks (Precast Thrust Blocks)	\$ 175.00	\$ 2,625.00	\$ 351.14	\$ 5,267.10	\$ 107.00	\$ 1,605.00	\$ 250.00	\$ 3,750.00	\$ 3,311.78
14	1	LS	Maintenance of Traffic and Traffic Control (Max 3% of Base Bid)	\$ 20,000.00	\$ 20,000.00	\$ 7,299.98	\$ 7,299.98	\$ 11,930.00	\$ 11,930.00	\$ 7,500.00	\$ 7,500.00	\$ 11,682.50
15	1	LS	General Conditions, Mobilization and Demobilization (Max: 5% of Base Bid)	\$ 34,000.00	\$ 34,000.00	\$ 37,433.64	\$ 37,433.64	\$ 12,680.00	\$ 12,680.00	\$ 20,000.00	\$ 20,000.00	\$ 26,028.41
16	1	LS	Indemnification	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
17	1	LS	Owner's Allowance for Extra Work Authorized by the Owner	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Base Bid 1 Total					\$ 732,785.00		\$ 776,862.19		\$ 555,516.00		\$ 509,551.00	\$ 643,678.55

BASE BID 2												
BIDDER:				WESTRA CONSTRUCTION GROUP		WOODRUFF & SONS		ANDREW SITE WORK LLC		T B LANDMARK CONSTRUCTION		Average
Item No.	Estimated Quantity	Unit	Description	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	
1	900	LF	14" DR-18 Fusible PVC Force Main Installed by HDD	\$ 325.00	\$ 292,500.00	\$ 403.65	\$ 363,285.00	\$ 404.00	\$ 363,600.00	\$ 275.00	\$ 247,500.00	\$ 316,721.25
2	60	LF	14" C-905 PVC Force Main by Open Cut Method	\$ 525.00	\$ 31,500.00	\$ 586.55	\$ 35,193.00	\$ 54.00	\$ 3,240.00	\$ 115.00	\$ 6,900.00	\$ 19,208.25
3	540	LF	4" C-900 PVC Force Main by Open Cut Method	\$ 40.00	\$ 21,600.00	\$ 62.92	\$ 33,976.80	\$ 40.75	\$ 22,005.00	\$ 46.00	\$ 24,840.00	\$ 25,605.45
4	4	TON	Ductile Iron Fittings	\$ 12,850.00	\$ 51,400.00	\$ 14,580.07	\$ 58,320.28	\$ 106.00	\$ 424.00	\$ 6,700.00	\$ 26,800.00	\$ 34,236.07
5	4	EA	Combination Air/Vacuum Assembly	\$ 8,000.00	\$ 32,000.00	\$ 11,560.05	\$ 46,240.20	\$ 6,510.00	\$ 26,040.00	\$ 7,800.00	\$ 31,200.00	\$ 33,870.05
6a	2	EA	16" Eccentric Plug Valves with Box	\$ 7,000.00	\$ 14,000.00	\$ 6,247.60	\$ 12,495.20	\$ 5,300.00	\$ 10,600.00	\$ 5,867.00	\$ 11,734.00	\$ 12,207.30
6b	1	EA	14" Eccentric Plug Valves with Box	\$ 6,000.00	\$ 6,000.00	\$ 5,337.50	\$ 5,337.50	\$ 4,438.00	\$ 4,438.00	\$ 5,867.00	\$ 5,867.00	\$ 5,410.63
7	1	EA	4" Eccentric Plug Valve with Box	\$ 1,200.00	\$ 1,200.00	\$ 4,525.81	\$ 4,525.81	\$ 1,031.00	\$ 1,031.00	\$ 1,100.00	\$ 1,100.00	\$ 1,964.20
8	20	CYD	Flowable Fill for Pipe Conflicts	\$ 130.00	\$ 2,600.00	\$ 351.96	\$ 7,039.20	\$ 115.00	\$ 2,300.00	\$ 154.00	\$ 3,080.00	\$ 3,754.80
9	30	CYD	Abandonment of Existing Force Main	\$ 525.00	\$ 15,750.00	\$ 415.96	\$ 12,478.80	\$ 290.00	\$ 8,700.00	\$ 329.00	\$ 9,870.00	\$ 11,699.70
10	2	EA	16" X 14" Tapping Sleeve and Valve	\$ 18,000.00	\$ 36,000.00	\$ 14,912.37	\$ 29,824.74	\$ 13,000.00	\$ 26,000.00	\$ 15,300.00	\$ 30,600.00	\$ 30,606.19
11	2	EA	16" Temporary Line Stop	\$ 17,000.00	\$ 34,000.00	\$ 14,004.46	\$ 28,008.92	\$ 8,270.00	\$ 16,540.00	\$ 14,000.00	\$ 28,000.00	\$ 26,637.23
12	1	LS	Site Restoration	\$ 82,000.00	\$ 82,000.00	\$ 51,518.30	\$ 51,518.30	\$ 15,800.00	\$ 15,800.00	\$ 29,000.00	\$ 29,000.00	\$ 44,579.58
13	15	CYD	Reverse Dead Man & Cast-In-Place Thrust Blocks (Precast Thrust Blocks)	\$ 175.00	\$ 2,625.00	\$ 351.14	\$ 5,267.10	\$ 107.00	\$ 1,605.00	\$ 250.00	\$ 3,750.00	\$ 3,311.78
14	1	LS	Maintenance of Traffic and Traffic Control (Max 3% of Base Bid)	\$ 20,000.00	\$ 20,000.00	\$ 7,299.97	\$ 7,299.97	\$ 11,930.00	\$ 11,930.00	\$ 7,500.00	\$ 7,500.00	\$ 11,682.49
15	1	LS	General Conditions, Mobilization and Demobilization (Max: 5% of Base Bid)	\$ 34,000.00	\$ 34,000.00	\$ 37,337.45	\$ 37,337.45	\$ 12,680.00	\$ 12,680.00	\$ 20,000.00	\$ 20,000.00	\$ 26,004.36
16	1	LS	Indemnification	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
17	1	LS	Owner's Allowance for Extra Work Authorized by the Owner	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Base Bid 2 Total					\$ 702,185.00		\$ 763,158.27		\$ 551,943.00		\$ 512,751.00	\$ 632,509.32

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, 401 West Venice Avenue, FLORIDA, hereinafter referred to as the City, and TB Landmark Construction, Inc., 11220 New Berlin Road, of the City of Jacksonville 32226, County of Duval, 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:

City Bid # 2972-13: Intracoastal Force Main Replacement Project

(3) The work to be performed under this contract shall be completed within 150 calendar 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: Five-Hundred & Twelve Thousand, Seven-Hundred and Fifty-One dollars and 00/100 (\$ 512,751.00).

(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, Five-Hundred and Thirty-Two Dollars (\$1,532.00) 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.

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

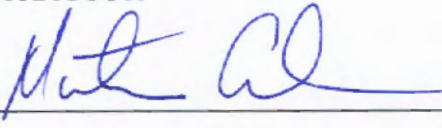
BY: _____

ATTEST:

CONTRACTOR



Tara Thigpen
Signed by (typed or printed)

BY: 

Martin Adams
Signed by (typed or printed)



Approved as to Form and Correctness

David Persson, City Attorney