



MANAGER'S REPORT AGENDA ITEM REQUEST FINANCE DEPARTMENT



TO: Ed Lavallee, City Manager

THRU: Jeff Snyder, Finance Director *JS*

FROM: Jon Mayes, Procurement Specialist *JM*

DATE: October 4, 2013

SUBJECT: Valve Replacement Program- Phase 5 (ITB# 2973-13)

Background:

At the request of the Utilities Department, Finance solicited sealed bids for the "Valve Replacement Program- Phase 5". This project includes the replacement of 14 total broken gate valves that range in size from 4 inches to 8 inches in the City's water distribution system. On September 13, 2013 one bid was received and subsequently opened from DeJonge Excavating Contractors, Inc. (DeJonge) of Nokomis, FL.

This bid was publically posted for thirty days on the bid site "Demandstar" and advertised in the Sarasota Herald-Tribune for two different days. After the opening, I contacted various firms that were plan holders for this bid and asked why they opted not to bid. Enclosed are three responses, due to the local economy starting to get more active, two firms stated that they are getting busy enough not to take on such a project at this time. The third firm, after reviewing the bid documents, does not do this type of utility work.

It was determined that DeJonge Excavating Contractors, Inc. of Nokomis, FL is a responsive, responsible bidder and the Utilities Department recommends award of the contract to DeJonge Excavating Contractors, Inc. in the amount of \$98,175.00. DeJonge qualifies as a local business as defined by City Code.

Requested Action:

It is requested that City Council concur with the Utilities Department's determination of DeJonge Excavating Contractors, Inc., being a responsive, responsible bidder and grant authorization for the Mayor to execute a contract for the amount of \$98,175.00.

City Attorney Review: Approved

Risk Management Review: Approved

Funds Availability: Funds are appropriated in the Utilities fund budget.

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 **DeJonge Excavating Contractors Inc., 3500 Rustic Road**, of the City of **Nokomis 34275**, County of **Sarasota**, 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# 2973-13: Valve Replacement Program- Phase 5

(3) The work to be performed under this contract shall be completed within **60** 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: **Ninety-Eight Thousand-One-Hundred and Seventy-Five Dollars & 00/100 (\$ 98,175.00).**

(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 **Seven-Hundred and Fifty-Eight Dollars (\$ 758.00) 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:

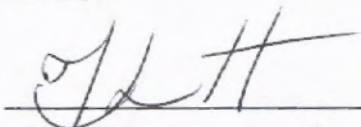
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

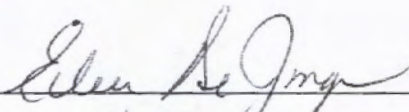
BY: _____
MAYOR

ATTEST:

CONTRACTOR



Robert Merritt
Signed by (typed or printed)

BY: 

Eileen DeJong - President
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

Jon Mayes - RE: bid

From: Gator Carter <Gator@frederickderrcompany.com>
To: Jon Mayes <jmayes@venicegov.com>
Date: 9/16/2013 9:12 AM
Subject: RE: bid

Jon,

Good morning. I believe you and Ray Rogers of our office discussed this. Due to the quick start date and our current work load we would not be able to meet the City's proposed schedule. Thankfully work has picked up and we have a back log making quick starts much harder these days.

Good luck with the project and we look forward to more opportunities in the future.

Roland "Gator" Carter

Chief Estimator / Project Manager



FREDERICK DERR
AND COMPANY, INC.

Office: (941) 355-8575 ext. 241

Fax: (941) 351-8854

Cell: (941) 809-4650

From: Jon Mayes [mailto:jmayes@venicegov.com]
Sent: Monday, September 16, 2013 9:01 AM
To: Gator Carter
Subject: bid

I see on Demandstar that your firm was a "plans holder" for ITB# 2973-13: Valve Replacement Program- Phase 5. May I ask why your firm decided not to bid on this project.

Thank You,

Jon

Jonathan D. Mayes

City of Venice

Procurement - Finance Dept.

Jon Mayes - RE: bid

From: "Gregg Marsh" <gregg@forsbergconstruction.com>
To: "Jon Mayes" <jmayes@venicegov.com>
Date: 9/16/2013 9:31 AM
Subject: RE: bid

Jon – We did print out the package and our intention was to submit a proposal; however, we had some other project related issues occur last week that needed attention which precluded us from submitting a proposal.

Notwithstanding, could you furnish a bid tabulation? I am curious to see if the proposals were more than the previous bid. Thank you.

Gregg V. Marsh
VICE PRESIDENT

Forsberg Construction, Inc.
645 Charlotte Street
Punta Gorda, Florida 33950
(941) 637-8500 Office
(941) 639-1073 Facsimile

From: Jon Mayes [mailto:jmayes@venicegov.com]
Sent: Monday, September 16, 2013 9:00 AM
To: gregg@forsbergconstruction.com
Subject: bid

I see on Demandstar that your firm was a "plans holder" for ITB# 2973-13: Valve Replacement Program- Phase 5. May I ask why your firm decided not to bid on this project.

Thank You,
Jon

Jonathan D. Mayes
City of Venice
Procurement - Finance Dept.
401 West Venice Ave.
Venice, FL 34285
office (941)486-2626, ext. 24002
fax (941)486-2790
e-mail: jmayes@venicegov.com
City site: www.venicegov.com

Jon Mayes - RE: bid

From: Linda Moore <lmoore@tlcdiversified.com>
To: Jon Mayes <jmayes@venicegov.com>
Date: 9/16/2013 9:14 AM
Subject: RE: bid
CC: Mark Heath <MHeath@tlcdiversified.com>, Linda Moore <lmoore@tlcdiversifi...

Good Morning Mr. Mayes,

In reference to why we did not bid this project, TLC Diversified, Inc. does not usually do Line Work. Once we had taken a look at the Scope of Work, we had decided not to bid this. However, since we had downloaded the documents from Onvia Demand Star, we were placed on the Plan Holders List.

I hope this has cleared matters up and have a nice day sir.

Best,

Linda K. Moore
Estimating Administrator

TLC Diversified, Inc.
Florida Office
2719 17th St. East
Palmetto, FL 34221
Office - 941.722.0621 Extension 123
Fax - 941.722.1382
E-mail - lmoore@tlcdiversified.com

Midwest Office
1312 Hwy 3 West
Hampton, IA 50441
Office - 641.903.7770



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