



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: December 19, 2013

SUBJECT: **Water Main Replacement Program- Phase I (ITB # 2975-13)**

Background:

At the request of the Utilities Department, Procurement solicited sealed bids for the “Water Main Replacement Program- Phase I”. On November 14, 2013 Procurement received and subsequently opened the sealed bids.

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 Young’s Communications Co., Inc. of Melbourne, FL as the lowest responsive, responsible bidder in the amount of \$1,055,520.34. Three (3) of the bids received were submitted by local firms, as defined by City Code. None of these firms was within 10% of the lowest bidder, therefore the Code’s local preference provision did not apply.

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 Young’s Communications Co., Inc., the lowest responsive, responsible bidder for the project in the amount of \$1,055,520.34.

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

SERVICES

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

OFFICE LOCATIONS

FLORIDA

Jacksonville
Miami
Sarasota
Tampa

TEXAS

Austin
Dallas

November 26, 2013

Mr. Tim Hochuli, P.E.
Assistant Utilities Director
City of Venice Utilities Department
Administration Office
200 N. Warfield Avenue
Venice, FL 34285-4637

**Re: City of Venice Water Main Replacement Program - Phase 1
Recommendation of Award
ITB# 2975-13**

Dear Mr. Hochuli;

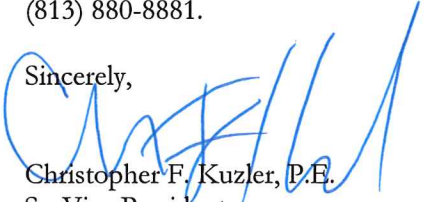
On Thursday, November 14, 2013, bids were received for the above-referenced project. Young's Communications Co, Inc. (Young) submitted the apparent low Base Bid of one million, fifty-five thousand, five hundred twenty dollars and thirty-four cents (\$1,055,520.34). A Bid Tabulation is attached. Please note that Young's Base Bid written on their proposal is \$1,032,391.25; however, there were a number of extension errors in their line items. Correcting the line items using Young's unit prices results in a total Base Bid of \$1,055,520.34.

King Engineering Associates, Inc. (King) contacted all three of the provided references and those references provided positive feedback. Copies of the records from these reference interviews are attached.

Given Young's positive references on projects similar to the Water Main Replacement Program project, Young appears capable of performing the work. Therefore, it is King's recommendation that the contract be awarded to Young's Communications Co, Inc. in the amount of one million, fifty-five thousand, five hundred twenty dollars and thirty-four cents (\$1,055,520.34).

If you have any questions or need additional information, please feel free to call me at (813) 880-8881.

Sincerely,


Christopher F. Kuzler, P.E.
Sr. Vice President

CFK/kdj/pre

Attachments

cc: Patience Anastasio, P.E., King
File 4799-002-000 (200)

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

CONTRACTOR REFERENCE SUMMARY

Project: City of Venice Water Main Replacement Program - Phase 1

Bid No: 2975-13

Contractor: Young's Communications Co. Inc.

References

Name: Bill Spann

Company: City of Melbourne Public Works Department

Phone: 321-608-5102

Date of Phone Call: 11/20/2013

1. What kind of project did the Contractor work with you on?
HDPE 12 inch HDD 400 LF under I-95.
2. What was the construction cost of the project?
\$41,000
3. What year was the contract completed?
Completed late last year (2012)
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 (for them they are local contractors)
6. Did Contractor complete work within the specified contract time period?
Yes
7. If you had the choice, would you use this Contractor again?
Yes

CONTRACTOR REFERENCE SUMMARY

Name: Lynea Gallagher
Company: CH2M Hill
Phone: 225-381-8454 Ext. 55253/ mob 703-863-0387
Date of Phone Call: 11/20/2013

1. What kind of project did the Contractor work with you on?
HDD small diameter main 4-8" including fire hydrants upgrading water mains in neighborhood around 500 LF.
2. What was the construction cost of the project?
\$177,291
3. What year was the contract completed?
Awarded 2010, Completed 2011
4. Did Contractor do quality work, i.e. were you pleased with his performance?
Yes, very pleased with technical, administrative and public dealings with project
5. Was the contractor easy to contact and work with?
Yes, had great cooperative spirit
6. Did Contractor complete work within the specified contract time period?
Had to do some time extensions. Does not recall any issues with submittals.
7. If you had the choice, would you use this Contractor again?
Absolutely, really enjoyed working with them.

CONTRACTOR REFERENCE SUMMARY

Name: Chris Mitchell

Company: URS

Phone: 352-302-8621

Date of Phone Call: 11/20/2013

1. What kind of project did the Contractor work with you on?
Raw water main (DI, HDPE, PVC) connecting 19 wells to the reverse osmosis plant. 50,000 LF of HDD and 21000 LF Open Cut. 6"-18" pipe. Some shots were 1000 LF.

15,000 HDD 12" pipe, through US19. Consisted of (HDPE, PVC, DI) new pipe installation for a wastewater treatment plant. Currently at 98% completion. Some shots were 1000 LF in length
2. What was the construction cost of the project?
\$7,000,000 raw water main

\$1.5 million dollar wastewater treatment plant new pipe installation.
3. What year was the contract completed?
60% complete on raw water main.

98% complete on new pipe installation for wastewater treatment plant
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. Did Contractor complete work within the specified contract time period?
Currently ahead of schedule, submittals were an issue as far as an accurate construction schedule. Had to resubmit construction schedule 4 to 5 times for both projects.
7. If you had the choice, would you use this Contractor again?
Yes, quality work.

City of Venice Water Main Replacement Program - Phase 1
ITB#2975-13
Bid Tabulation

Item No.	Estimated			Young's Communications Co., Inc.		General Contracting Services, Inc.		Westra Construction Corp.		DeJonge Excavating Contractors, Inc.	
	Quantity	Unit	Description	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
			BASE BID ITEMS								
1	2255	LF	6" Water Main Installed by HDD Method	34.33	77,414.15	34.00	76,670.00	42.00	94,710.00	45.00	101,475.00
2	445	LF	8" FPVC or 10" HDPE Water Main Installed by HDD Method (at Hatchett Creek)	67.72	30,135.40 (1)	76.00	33,820.00	76.00	33,820.00	125.00	55,625.00
3	45	LF	10" Water Main Installed by Open Cut Method	410.74	18,483.30	130.00	5,850.00	65.00	2,925.00	350.00	15,750.00
4	20	LF	8" Water Main Installed by Open Cut Method	187.36	3,747.20	138.00	2,760.00	100.00	2,000.00	350.00	7,000.00
5	2295	LF	6" Water Main Installed by Open Cut Method	42.96	98,593.20 (1)	76.00	174,420.00	43.00	98,685.00	150.00	344,250.00
6	80	LF	4" Water Main Installed by Open Cut Method	73.77	5,901.60 (1)	145.00	11,600.00	110.00	8,800.00	125.00	10,000.00
7	97	LF	16" Steel Casing with Ductile Iron Carrier Pipe Installed by Jack and Bore Method	418.11	40,556.67 (1)	310.00	30,070.00	410.00	39,770.00	475.00	46,075.00
8	990	LF	4" HDPE or PVC Casing Installed by HDD Method	25.90	25,641.00 (1)	31.00	30,690.00	17.00	16,830.00	55.00	54,450.00
9	1	EA	Combination Air/Vacuum Valve Assembly	4,806.71	4,806.71	3,400.00	3,400.00	4,000.00	4,000.00	6,000.00	6,000.00
10	2.8	TN	Ductile Iron Fittings	17,385.00	48,678.00	12,080.00	33,824.00	12,500.00	35,000.00	25,000.00	70,000.00
11	2	EA	10" Resilient Wedge Gate Valves with Box	1,705.62	3,411.24	2,380.00	4,760.00	2,500.00	5,000.00	2,900.00	5,800.00
12	1	EA	8" Resilient Wedge Gate Valves with Box	1,211.94	1,211.94	1,910.00	1,910.00	1,800.00	1,800.00	1,800.00	1,800.00
13	10	EA	6" Resilient Wedge Gate Valves with Box	858.61	8,586.10 (1)	1,520.00	15,200.00	1,500.00	15,000.00	1,350.00	13,500.00
14	4	EA	6" Tapping Sleeves and Valves	1,932.18	7,728.72 (1)	3,350.00	13,400.00	3,800.00	15,200.00	6,000.00	24,000.00
15	1	EA	8"x6"Tapping Sleeve and Valve	2,416.04	2,416.04	4,400.00	4,400.00	3,800.00	3,800.00	7,000.00	7,000.00
16	7	EA	Fire Hydrant Assemblies	2,736.51	19,155.57 (1)	4,270.00	29,890.00	2,900.00	20,300.00	4,675.00	32,725.00
17	22	EA	Water Services from New WM with New Meter Box (Near Side Single)	637.47	14,024.34 (1)	1,415.00	31,130.00	550.00	12,100.00	1,250.00	27,500.00
18	13	EA	Water Services from New WM with New Meter Box (Near Side Tandem)	1,040.17	13,522.21 (1)	1,855.00	24,115.00	925.00	12,025.00	1,450.00	18,850.00
19	14	EA	Water Services from New WM with New Meter Box (Far Side Single)	1,155.58	16,178.12 (1)	2,000.00	28,000.00	1,200.00	16,800.00	2,250.00	31,500.00
20	7	EA	Water Services from New WM with New Meter Box (Far Side Tandem)	2,434.81	17,043.67	2,100.00	14,700.00	1,500.00	10,500.00	2,400.00	16,800.00
21	12	EA	Water Services from Existing WM with New Meter Box (Near Side Single)	747.03	8,964.36 (1)	1,415.00	16,980.00	585.00	7,020.00	1,575.00	18,900.00
22	4	EA	Water Services from Existing WM with New Meter Box (Near Side Tandem)	1,160.62	4,642.48 (1)	1,855.00	7,420.00	1,005.00	4,020.00	1,700.00	6,800.00
23	17	EA	Water Services from Existing WM with New Meter Box (Far Side Single)	1,299.22	22,086.74 (1)	2,000.00	34,000.00	1,260.00	21,420.00	2,500.00	42,500.00
24	14	EA	Water Services from Existing WM with New Meter Box (Far Side Tandem)	2,457.21	34,400.94 (1)	2,100.00	29,400.00	1,700.00	23,800.00	2,700.00	37,800.00 (3)
25	6	EA	Water Services Without New Meter Box (Near Side Single)	682.30	4,093.80	1,100.00	6,600.00	575.00	3,450.00	975.00	5,850.00
26	1	EA	Water Services Without New Meter Box (Near Side Tandem)	976.53	976.53	1,250.00	1,250.00	900.00	900.00	1,100.00	1,100.00
27	7	EA	Water Services Without New Meter Box (Far Side Single)	1,237.61	8,663.27 (1)	1,510.00	10,570.00	1,120.00	7,840.00	1,950.00	13,650.00
28	1	EA	Water Services Without New Meter Box (Far Side Tandem)	2,528.08	2,528.08	1,645.00	1,645.00	1,850.00	1,850.00	2,250.00	2,250.00
29	60	EA	New Dual Check Valve Assemblies	495.00	29,700.00	286.00	17,160.00	175.00	10,500.00	300.00	18,000.00
30	10	EA	Relocated RPZ Assemblies	247.50	2,475.00	450.00	4,500.00	350.00	3,500.00	450.00	4,500.00
31	141	EA	New Water Service Connections from Meter Assemblies to Existing Buildings	660.00	93,060.00	1,210.00	170,610.00	1,100.00	155,100.00	2,750.00	387,750.00
32	1	LS	Abandonment of Existing Water Mains	109,657.86	109,657.86	14,100.00	14,100.00	48,000.00	48,000.00	150,000.00	150,000.00
33	2940	SY	Asphalt Restoration (Within City of Venice Right of Way)	34.10	100,254.00	23.00	67,620.00	28.00	82,320.00	35.00	102,900.00
34	731	SY	Asphalt Restoration (Within Sarasota County Right of Way)	34.10	24,927.10	44.00	32,164.00	38.00	27,778.00	75.00	54,825.00
			BASE BID SUBTOTAL		903,665.34 (1)		984,628.00		846,563.00		1,736,925.00
35	1	LS	Maintenance of Traffic and Traffic Control	8,845.00	8,845.00	79,200.00	79,200.00	17,000.00	17,000.00	50,000.00	50,000.00
36	1	LS	General Conditions	28,000.00	28,000.00	49,231.40	49,231.40	340,000.00	340,000.00	100,000.00	100,000.00
37	1	LS	Mobilization and Demobilization	50,000.00	50,000.00	49,231.40	49,231.40	30,000.00	30,000.00	85,000.00	85,000.00
38	1	LS	Indemnification	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
39	1	LS	Owner's Allowance	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
40	1	LS	Permit Fee Allowance	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
BASE BID TOTAL					\$1,055,520.34 (1)		\$1,227,300.80 (2)		\$1,298,573.00		\$2,036,935.00
BID SUBMITTED					1,032,391.25		1,227,303.80		Same As Above		Same As Above

Discrepancies:

- (1) Young's Communications Co. - numerous extension errors
(2) General Contracting Services - extension error (+\$3.00) in base bid total
(3) DeJonge Excavating Contracts - extension error in line 24; base bid total matches bid form.

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, 401 West Venice Avenue, FLORIDA, hereinafter referred to as the City, and Young's Communications Co, Inc., 424 West Drive, of the City of Melbourne, 32904, County of Brevard, 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 # 2975-13: Water Main Replacement Program- Phase I

(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: One Million- Fifty-Five Thousand- Five Hundred- Twenty Dollars and 34/100 (\$ 1,055,520.34).

(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.

(9) Scrutinized Companies: Pursuant to Section 287.135, Florida Statutes, this contract may be terminated at the option of the City if the company is found to have submitted a false certification as provided under Subsection 287.135(5), Florida Statutes, or has been placed on the scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. The CITY agrees to comply with the requirements of Section 287.135, Florida Statutes in connection with the implementation of the PROJECT.

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:

Teri Buck

Teri Buck

Signed by (typed or printed)

CONTRACTOR

BY: Steve Young

Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney