

10. **CONSENT AGENDA**

- i. Award Lift Stations #54 and #55 generators contract to Nease, Inc. in the amount of \$157,112 and authorize the City Manager to execute same (this project is included in the adopted FY11 budget)

MEMORANDUM

DATE: March 1, 2011  
TO: City Council  
THROUGH: City Manager Judie Zimomra  
FROM: Public Works Director Gates Castle *JDC*  
RE: Stationary Generators for Lift Stations #54 & #55

RECOMMENDATION: Award Lift Stations #54 & #55 Generators contract to Nease, Inc. in the amount of \$157,112.00 and authorize the City Manager to execute the contract.

In the event of a power failure, there are several critical lift stations across the island which will overflow in a short time without emergency power. Currently, portable emergency generators are towed to the stations and maintained until normal power is restored. Master pump station #3, located on Casa Ybel Road near Tarpon Bay Road, was equipped with a permanent, diesel-powered generator several years ago because it is a critical station which re-pumps all wastewater flows from west of Tarpon Bay Road. Lift Station #17, located on Bailey Road just north of Periwinkle Way, which re-pumps most wastewater flows from east of Lindgren Boulevard, stationery emergency generator in 2009. Lift stations #54 and 55 are located on San Cap Road at Seaspray and Rabbit Road, respectively. These stations re-pump all wastewater flows west of their locations and had very little storage capacity before they overflow and become a public health issue. Diesel-powered emergency generators were specified, platforms, required to meet the flood elevation, were designed, and the project to provide stationary emergency generators for LS #54 & #55 was prepared for bidding.

Five contractors submitted bids in response to an advertisement for bids which appeared in the January 10, 2011 issue of the Fort Myers News Press. The bids were opened on February 10, 2011 in the presence of Steve Nease of Nease, Inc, Bob Kelly from Cummins Power, Andrew Solon of the Gulfcoast Consulting Group and Sandy Larsen and Gates Castle from the City. As per the attached Bid Tabulation, Nease, Inc submitted the low bid in the amount of \$157,112.00.

Staff recommends that City Council award the Lift Station #54 & #55 Generators contract to Nease, Inc in the amount of \$157,112.00 and authorize the City Manager to execute the contract (copy attached).

There is \$120,000 included in the improvements other than buildings portion of the FY 11 Utility Division Capital Improvement budget for this work. The balance of \$37,112.00 is available in the machinery and equipment portion of the same budget.

Cc: Finance Director Sylvia Edwards  
City Attorney Ken Cuyler

**City of Sanibel**  
**BID TABULATION**  
February 10, 2011 at 1:30 pm  
Generator and Platforms for Liftstations  
LS 54 & 55 Seaspray and Rabbit

No.	Name	Bid	Bid Bond
1	Nease, Inc.	\$157,112	X
2	Gulfcoast Consulting Group	\$171,076	X
3	Eau Gallie Electric Inc.	\$158,821	X
4	Helenbrook Homes	\$179,400	X ©
5	Air Ideal, Inc.	\$200,000	X

## CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and **Generators and Platforms for Liftstations 54 (Seaspray) and 55 (Rabbit)** doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction which includes: **Generators and Platforms for two Liftstations.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED and will complete the same within SIXTY (60) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **\$157,112.00**, said amount being the total lump sum price as listed on the Contractor's proposal form as submitted for this project.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. Advertisement for Bids
  - B. Information for Bidders
  - C. Proposal
  - D. Agreement
  - E. General Conditions
  - F. Performance and Payment Bond
  - G. Notice of Award
  - H. Notice to Proceed
  - I. Change Order
  - J. Plans prepared by City of Sanibel
  - K. Specifications prepared by City of Sanibel

L. ADDENDA:

No. 1 dated February 2, 2011

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER **City of Sanibel**

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

CONTRACTOR **Nease, Incorporated**

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
City Attorney

