

## MEMORANDUM

DATE: June 5, 2012  
TO: City Council  
THROUGH: City Manager Judie Zimomra  
FROM: Acting Public Works Director Scott Krawczuk SK  
RE: Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)

RECOMMENDATION: Award contract for 2012 Sanibel River Clearing Project to Canoe Adventures, Inc. in the amount of \$74,240.00 and authorize the City Manager to execute the contract.

The Sanibel River is the backbone of the island's drainage conveyance system. In order to maintain proper flow during periods of high water, the City established an annual maintenance program for the River. The maintenance involves vegetation trimming and removal, with the FY 11-12 scope involving vegetative debris, treefall and cattail removal in the section between Tarpon Bay Road and Beach Road. This project not only improves flow in the river, but also enhances the river for wildlife, particularly birds. Plans and specifications were prepared by the City including environmental friendly techniques that will enhance, not impact, the unique ecology of the trimming area. An Advertisement for Bids for the project appeared in the April 16, 2012 Edition of the Fort Myers News-Press.

In response to the ad, one contractor submitted a bid for the project. The bid was opened and read aloud on May 17, 2012 in the presence of Mark Westall from Canoe Adventures and Josh Holler and Scott Krawczuk, both from the City. The low and only bid was submitted by Canoe Adventures, Inc. in the amount of \$74,240.00.

Staff recommends that Council award the 2012 Sanibel River Clearing Project contract to Canoe Adventures, Inc. in the amount of \$74,240.00 and authorize the City Manager to execute the contract (copy attached). The FY-12 Public Works Streets budget (Fund 101) includes \$100,000 for this project.

cc: Finance Director Sylvia Edwards  
City Attorney Ken Cuyler

## CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Canoe Adventures, Inc. 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: Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming).
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 ONE HUNDRED AND TWENTY (120) 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 \$74,240.00, 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: None

No. \_\_\_\_\_, dated \_\_\_\_\_ 2012

- 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 Canoe Adventures, Inc.

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

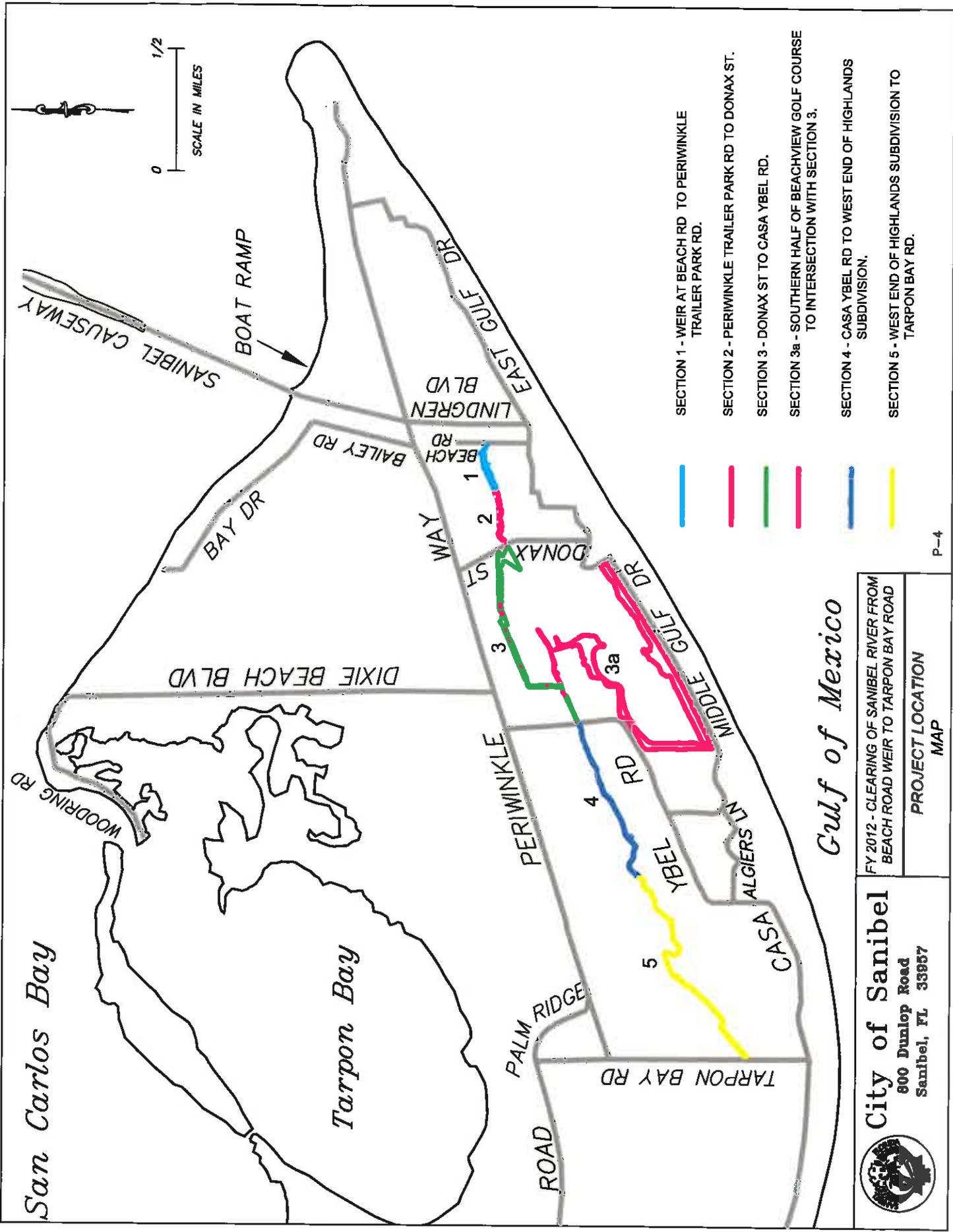
Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form

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



- SECTION 1 - WEIR AT BEACH RD TO PERIWINKLE TRAILER PARK RD.
- SECTION 2 - PERIWINKLE TRAILER PARK RD TO DONAX ST.
- SECTION 3 - DONAX ST TO CASA YBEL RD.
- SECTION 3a - SOUTHERN HALF OF BEACHVIEW GOLF COURSE TO INTERSECTION WITH SECTION 3.
- SECTION 4 - CASA YBEL RD TO WEST END OF HIGHLANDS SUBDIVISION.
- SECTION 5 - WEST END OF HIGHLANDS SUBDIVISION TO TARPON BAY RD.



*Gulf of Mexico*

FY 2012 - CLEARING OF SANIBEL RIVER FROM BEACH ROAD WEIR TO TARPON BAY ROAD

**City of Sanibel**  
 800 Dunlop Road  
 Sanibel, FL 33957



PROJECT LOCATION  
 MAP