

MEMORANDUM

DATE: June 4, 2013

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Keith Williams

RE: 2013 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)

RECOMMENDATION: Award contract for 2013 Sanibel River Clearing Project to Canoe Adventures, Inc. in the amount of \$65,000.00 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 12-13 scope involving vegetative debris, treefall and cattail removal in the section between Tarpon Bay Road and Rue Belle Mer. 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 22, 2013 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 23, 2013 in the presence of Mark Westall from Canoe Adventures and Josh Holler and Keith Williams, both from the City. The low and only bid was submitted by Canoe Adventures, Inc. in the amount of \$65,000.00.

Staff recommends that Council award the 2013 Sanibel River Clearing Project contract to Canoe Adventures, Inc. in the amount of \$65,000.00 and authorize the City Manager to execute the contract (copy attached). The FY-13 Public Works Streets budget (Fund 101) includes \$100,000 for this project.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

THE CITY OF SANIBEL - BID RESULTS
2013 SANIBEL RIVER CLEARING PROJECT
(Drainage / Wildlife Habitat Maintenance Trimming)
Bid Opening: May 23, 2013 @ 2:00 PM

2013 SANIBEL RIVER CLEARING PROJECT:

SANIBEL RIVER CLEARING PROJECT				<i>Canoe Adventures, Inc.</i>	
Item No.	Quantity	Unit	Description	Unit Price \$ (Figures)	Extended Price \$ (Figures)
6	1	LS	Trim/clear Section 6 from Tarpon Bay Road to Island Inn Road	\$16,250.00	\$16,250.00
7	1	LS	Trim/clear Section 7 from Island Inn Road to Rabbit Road (includes tributaries as indicated on aerial view plans)	\$16,250.00	\$16,250.00
8	1	LS	Trim/clear Section 8 from Rabbit Road to Gulf Pines Subdivision (includes tributaries as indicated on aerial view plans)	\$16,250.00	\$16,250.00
9	1	LS	Trim/clear Section 9 from Gulf Pines Subdivision to Rue Belle Mer	\$16,250.00	\$16,250.00

PROJECT TOTAL=

\$65,000.00

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2013 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: 2013 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 \$65,000.00, said amount being the total unit price sum 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 _____ 2013

- 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