

MEMORANDUM

DATE: April 1, 2014  
TO: City Council  
THROUGH: City Manager Judie Zimomra  
FROM: Public Works Director Keith Williams

RE: Award contract to Nease, Inc. for the construction of a Platform and Generator at Beach Rd. and East Gulf Drive in the amount of \$153,446.00 and authorize City Manager to execute same. (Funds for this project are in the adopted FY14 utility budget.)

RECOMMENDATION: Award the contract for Beach Rd. Generator and Platform in to Nease, Inc. for \$153,446.00.

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. Lift stations which repump from multiple upstream lift stations are considered critical. Permanent generators have been installed at the following lift stations:

Master Pump Station #3 (LS11)	WGD near Tarpon Bay Rd.	2005	75HP
Lift station 17	Bailey Road at Periwinkle Way	2009	40HP
Master Pump Station #1 (LS54)	San-Cap near Seaspray	2010	50HP
Master Pump Station #2 (LS55)	San-Cap near Rabbit	2010	50HP

The remaining lift station proposed for a stationary generator is lift station #5, located at Beach Road and East Gulf Drive. The proposed generator would be located on a platform in order to meet flood elevation requirements.

An Advertisement for Bids for the project appeared in the February 3, 2014 Edition of the Fort Myers News-Press. In response to the ad, two contractors submitted bids for the Project. The bids were opened and read aloud on March 6<sup>th</sup>, 2014 in the presence of Steve Nease of Nease, Inc., Rich Small of Stultz, Inc., and Sandy Larsen and Keith Williams, both from the City. As per the attached bid tabulation, the low bid was submitted by Nease, Inc. in the amount of \$153,446.00.

Staff recommends that Council award Nease, Inc. the contract for the Beach Rd. Generator and Platform. Funding is available in the FY14 Utility budget to perform the work.

cc: City Attorney Ken Cuyler  
Finance Director Sylvia Edwards

## CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and **Nease, 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: **Elevated Platform and Generator for an Existing Liftstation at Beach Rd. and Middle Gulf Drive, Sanibel.**
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 **NINETY (90)** 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 **\$153,446.00**, 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. General Specifications
  - B. General Conditions
  - C. Technical Specifications
  - D. Generator Specifications
  - E. Report of Geotechnical Exploration by Forge Engineering, Inc.
  - F. Attached Drawings
  - G. ADDENDA:

**Addendum 1 – February 27, 2014**

- 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, Inc.**

ATTEST \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to form

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

City of Sanibel  
BID TABULATION

6-Mar-14

Generator and Platform for liftstation  
Beach Road and Middle Gulf Drive

No.	Name	Bid
1	Nease, Inc.	\$153,446
3	Stultz, Inc.	\$170,729

**BID TABULATION**  
**Generator and Platform for Liffstation**  
**Beach Road and Middle Gulf Drive**

Bid Item	Unit	Quantity	Nease, Inc.		Stultz, Inc.	
			Unit Price	Total	Unit Price	Total
Platform 701 Beach Road	Each	1	\$91,279.00	\$ 91,279.00	\$108,562.00	\$ 108,562.00
Generator 701 Beach Road	Each	1	\$62,167.00	\$ 62,167.00	\$62,167.00	\$ 62,167.00
<b>Total</b>				<b>\$ 153,446.00</b>		<b>\$ 170,729.00</b>