

9. **CONSENT AGENDA**

1. Award contract to C.A.N. Construction, Inc., for Carbon Media Removal and Replacement Services in the amount of \$128,240 and authorize the City Manager to execute same (the odor control system at Donax Water Reclamation Facility utilizes a carbon media filter to remove hydrogen sulfide gas. Periodically the carbon media needs to be removed and replaced with new media. These funds were included in the budget approved. Does **NOT** increase the FY 08-09 budget)

Memorandum

DATE: October 7, 2008

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle *JAC*

RE: Carbon Media Removal and Replacement Services

Recommendation: Award Carbon Media Removal and Replacement Services to C.A.N. Construction, Inc in the amount of \$ 128,240 and authorize the City Manager to execute the contract.

The Donax Water Reclamation Facility has an odor control system consisting of an extensive piping system which collects the air from the various plant components and carries it to carbon media filters where hydrogen sulfide gas is absorbed by the carbon. Periodically, the carbon media must be removed and replaced with new carbon in order to maintain filter efficiency. Specifications were prepared to remove, and prepare for disposal, the spent media; inspect, clean, and repair the filters' internal components; install new carbon in the filter beds; and provide start up and testing services.

In response to an advertisement for bids which appeared in the September 1, 2008 edition of the Fort Myers News Press, three contractors submitted bids to perform the work. The bids were opened and read aloud on September 25, 2008 in the presence of Gates D. Castle, Scott Krawczuk, Jason Goodrich and Matt Fannon of the City; Carl Lorenzen of CAN Construction; and Todd Decker of Eclipse Construction. As per the attached bid tabulation, C.A.N. Construction, Inc submitted the low bid in the amount of \$ 128,240.

Staff recommends that City Council award the Carbon Media Removal and Replacement Services contract to C.A.N. Construction, Inc in the amount of \$ 128,240 and authorize the City Manager to execute the contract (copy attached). Funding is available in the Sewer Capital Improvement Fund (Fund 451) for this work.

CC Finance Director Sylvia Edwards
City Attorney Ken Cuyler

**CARBON MEDIA REMOVAL & REPLACEMENT SERVICES
CITY OF SANIBEL**

Bids Received: September 25, 2008 at 2:30 PM

<u>C.A.N. Construction, Incorporated</u>	<u>\$128,240.00</u>
<u>Siemens Water Technology</u>	<u>\$141,752.00</u>
<u>Eclipse Construction</u>	<u>\$142,000.00</u>

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2008 by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and C.A.N. Construction, 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: **Carbon Media Removal and Replacement Services**
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 FORTY-FIVE (45) 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 \$128,240.00, 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. Specifications prepared by the City of Sanibel

L. ADDENDA: none

- 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 C.A.N. Construction, Inc.

ATTEST _____

By _____

Name _____

Name _____

Title _____

Title _____

Approved as to form

City Attorney