VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
Genaro "Chip" Iglesias

MEMORANDUM

DATE: March 30, 2011

TO: Honorable Mayor and Council Members

FROM: Genaro "Chip" Iglesias, Village Manager

RE: Ocean Lane Pump Station Valve Replacement Project

RECOMMENDATION

It is recommended that the Village Council award the construction contract for the Valve Replacement at the Ocean Lane Drive Pump Station to Pelco, Inc.

BACKGROUND

The existing check valves were installed along with the original pump station in 1995 and were not part of the scope of services for the Ocean Lane Storm Water Pump Station Rehabilitation project completed by Intercounty Engineering on September 23, 2011.

During rehabilitation of the pump station Intercounty Engineering noted that the south valve (to pump #4) was working but was leaking and allowing backflow of water towards the station. The condition of the valves could only be determined during construction and it was requested that the Contractor evaluate the valves and provide a report for review.

The north valve (to pump #3) was in worse shape. It was stuck in the open position. When these valves are not fully closed they allow silt and debris to flow back towards the pumps and jeopardize the newly restored pump parts especially the new impellers. The replacement of the valves ensures that the system will function properly and maximizes the life of the pumps.

Bids were obtained from three (3) qualified contractors and reviewed. The lowest responsible responsive bidder was Pelco, Inc., with a bid amount of $26,683.00.

The project will be substantially completed within forty five (45) calendar days from the date specified in the notice to proceed.

Funding for this project will be obtained from the General Fund in the Capital Improvement Plan.

RESOLUTION NO. 2011-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING POLLUTION ELIMINATION CORPORATION (D/B/A PELCO) FOR THE OCEAN LANE PUMP STATION OL-1 VALVE REPLACEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT RELATED TO THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the "Village") recently sought proposals for the Ocean Lane Pump Station OL-1 Valve replacement project (the "Improvements") through a competitive bidding process; and

WHEREAS, after careful review of the competitive bids submitted, the Village wishes to engage Pollution Elimination Corporation (d/b/a Pelco) ("Pelco") for the Improvements; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Pelco Selected.** The Village Council hereby selects Pelco for the Improvements.

Section 3. **Village Manager Authorized.** The Village Manager is hereby authorized to execute an agreement with Pelco, in substantially the form attached hereto as Exhibit "A."

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of April, 2011.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS IS A CONTRACT, by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as "Village"), and **POLLUTION ELIMINATION CORPORATION (D/B/A PELCO)**, a Florida corporation, whose mailing address is 10762 SW 188 St. Miami, Florida 33157 (hereinafter referred to as "Contractor".)

W I T N E S S E T H

That Contractor and Village, for the considerations hereinafter named, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents ("the Work") including, without limitation as described in the approved plans, drawings and specifications for the following Project:

Ocean Lane Pump Station OL-1 Valve Replacement Project

and in accordance with the plans prepared by CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. ("C3TS") (the "Village's Project Consultant") dated _____ (the "Plans") incorporated herein by reference and made a part of this Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within forty-five (45) calendar days from the date specified in the Notice to Proceed. The Work shall be fully completed in accord with the Contract Documents within thirty (30) calendar days from the date certified by Village's Project Consultant as the date of Substantial Completion. Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project.

2.3 Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to Village the sum of five hundred dollars ($500.00) for each calendar day after the time specified in Section 2.2 above for Substantial Completion. After

Substantial Completion, should Contractor fail to complete the remaining Work within the time specified in Section 2.2 above for final completion and readiness for final payment, Contractor shall pay to Village the sum of two hundred fifty dollars ($250.00) for each calendar day after the time specified in Section 2.2 for final completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

ARTICLE 3

CONTRACT PRICE

3.1 Village shall pay to Contractor for the performance of the Contract, the total lump sum of twenty six thousand six hundred eighty-three and 00/100 Dollars ($26,683.00). This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law.

3.2 Village shall provide the Contract Price above pursuant to the following schedule:

Fifty per cent (50%) of the Contract Price shall be paid to Contractor upon full execution and approval as required of this Contract and receipt by Village of all document required hereunder.

The balance, final payment, shall be paid to Contractor upon final completion of the Work in accordance with the Contract Documents and acceptance by the Village and upon certification by the Village's Project Consultant that the Work is complete and in accord with the Contract Documents.

3.3 Any payment by Village, including the final request for payment, does not constitute approval or acceptance by Village of any item of the Work nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.

3.4 This Contract is subject to the condition precedents that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the drawings, plans and specifications approved by Village (including the Plans), the bidding documents or procurement documents for the Project, the Contractor's bid or proposal for the Project, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or

non-performance of this Contract or with Contractor's obligations or the Work related to the Contract. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified below, naming the Village as named insured, underwritten by a firm rated A- or better and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village at the time of execution of this Contract reflecting the Village as a named insured. Each certificate shall include a (30) thirty-day advance notice of cancellation provision in favor of the Village.

a. Commercial general liability coverage with limits of liability of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. This liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. General Aggregate (except products - completed operations) in the amount of $2,000,000.00.

b. Professional liability errors and omissions insurance coverage in an amount not less than $1,000,000.00.

c. Workers compensation insurance as required by law.

d. Business Automobile Liability with minimum limits of $500,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.

6.2 **Bonds.** No bonds are required of Contractor for this Work.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project. The permits are:

None required.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for a alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2 This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2 **Contractor's Responsibility for Damages and Accidents**:

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3 **Defective Work. Warranty and Guarantee**:

9.3.1 Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Village's Project Consultant, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work**:

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, Chapter 17 of the Village Code. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5 **Examination and Retention of Contractor's Records.**

9.5.1 Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

9.5.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

9.5.3 The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.6 **No Damages for Delay**:

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the

Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Village.

9.7 **Public Entity Crimes Affidavit**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.8 **Capitalized Terms**

Capitalized terms shall have their plain meaning as indicated herein.

9.9 **Independent Contractor**:

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership or joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.10 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

9.11 **Governing Law**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.12 **Waiver of Jury Trial.**

Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal

court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

9.13 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Genaro "Chip" Iglesias
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Stephen Helfman, Esq.
Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor: Pelco
10762 SW 188 St.
Miami, Fla. 33157
Attn: Ben Barlow

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

None

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: VILLAGE OF KEY BISCAYNE, FLORIDA, signing by and through its Village Manager authorized to execute same by Council action on the ____ day of _____ 2011, and _____ signing by and through _____, duly authorized to execute same.

ATTEST:

VILLAGE

Village of Key Biscayne, Florida, a municipal corporation of the State of Florida

_____
Village Clerk

By: _____
Village Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

ATTEST:

_____
(Secretary)

By:_____

[Corporate Seal)]

POLLUTION ELIMINATION CORP.
d/b/a PELCO
10762 SW 188TH STREET
MIAMI, FL 33157

OFFICE 305-251-6720 FAX 305-378-8384
Visit us at www.gotsewer.com

PROPOSAL

DATE	PROPOSAL #
2/8/2011	UM81278

NAME / ADDRESS
VILLAGE OF KEY BISCAYNE 88 W. MCINTYRE STREET KEY BISCAYNE, FL. 33149

QTY	DESCRIPTION	COST	TOTAL
	WE ARE PLEASED TO OFFER OUR SERVICES TO REPLACE THE EXISTING CHECK VALVES THAT OPERATE AT THE OCEAN LANE PUMP STATION. WE WILL REMOVE THE EXISTING CHECK VALVES AND REPLACE THEM WITH NEW 6" WEIGHT AND LEVER CHECK VALVES. WE WILL USE OUR VAC-CON TRUCK TO SOFT DIG THE AREA AROUND THE CHECK VALVES SO THAT WE CAN HAVE ACCESS TO THE BOLTS ON THE BOTTOM. WE WILL ALSO SET UP A TEMPORARY SUBMERSIBLE PUMP TO DEWATER THE VALVE BOX AS IT IS EFFECTED BY THE TIDES ON THE KEY. ONCE THE EXISTING CHECK VALVES ARE REMOVED WE WILL RESURFACE THE FLANGES FOR THE PIPES AND INSTALL THE NEW 16" CHECK VALVES. WE WILL ALSO INSTALL ALL NEW STAINLESS STEEL BOLTS TO HOLD THE ASSEMBLY TOGETHER. ONCE THE NEW VALVES ARE INSTALLED WE WILL THEN INSTALL A NEW AIR RELIEF VALVE ON THE NORTHERN DISCHARGE LINE. WE ESTIMATE THAT THIS JOB WILL TAKE TWO - THREE DAYS TO COMPLETE. OUR CHARGES AS ARE FOLLOWS:		
1	VAC-CON SEWER CLEANING TRUCK	1,200.00	1,200.00
1	TEMPORARY SUBMERSIBLE PUMP AND HOSE	200.00	200.00
2	16" WEIGHT AND LEVER CHECK VALVES	9,100.00	18,200.00
1	SERVICE CREW AND LABOR	5,600.00	5,600.00
64	STAINLESS STEEL BOLTS	9.50	608.00
1	AIR RELIEF VALVE AND FITTINGS	375.00	375.00
1	CRANE	500.00	500.00
	WE WILL REQUIRE A 50% DEPOSIT ($13,341.50) TO ORDER THE CHECK VALVES.		
		TOTAL	$26,683.00

C3TS
CORZO
CASTELLA
CARBALLO
THOMPSON
SALMAN
Engineers
Architects
Planners

February 22, 2011

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Attention: **Armando Nunez**
Public Works Director

Reference: **Ocean Lane Pump Station OL-1**
Valve Replacement
C3TS Project No. 01108-023

Dear Mr. Nunez:

The following three (3) proposals were obtained for the above-mentioned project:

EB0005022
AAC002142

Pelco	$26,683.00
Intercounty Engineering, Inc.	$35,384.49
MEF Construction, Inc.	$39,239.04

The proposal from the low-bidder, Pelco, Inc., was evaluated for its completeness and they have confirmed their confidence in their bid amount. Based on previous experience with Pelco, it is our opinion that this Contractor is qualified and capable of performing the work. Therefore, we recommend that the project be awarded to the lowest responsible responsive bidder, Pelco, Inc., in the amount of $26,683.00. The award is subject to acceptance by the Village Council, execution of the Contract Agreement, and submittal by the Contractor of the required Certificate of Insurance.

Sincerely,

Corzo Castella Carballo Thompson Salman, P.A.

Ramon Castella, P.E.
Principal

RC/sc

Enclosure

Cc: Genaro "Chip" Iglesias, Village Manager
Armando Nuñez, Village Public Works Director
Weiss, Serota, Helfman et al., Village Attorney
Conchita Alvarez, Village Clerk

X:\01108 Village of Key Biscayne\01108-023 PW Assistance\Ocean Lane Pump Station\Additional Repairs\PS OL-1 Valve Recomm Letter.doc