

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: April 7, 2010

AGENDA ITEM SUMMARY NO. 110-041-2

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

TITLE/SUBJECT: A resolution awarding the bid for Little Blue Heron Bridge Lighting project to Torres Electrical Supply Company in the amount of \$125,708.41; authorizing the Mayor and City Clerk to execute the contract; authorizing the Finance Director to make payment for same; and providing for an effective date.

RECOMMENDATION / MOTION: To approve the resolution.

*Assistant City Manager <i>PPW 3/30/10</i>	Library
*City Attorney <i>DHL 3/30/10</i>	Marina
*City Clerk <i>CA</i>	Police
Community Development	Public Works
*Finance <i>J 3-29-10</i>	*Purchasing <i>BA 3-28-10</i>
Fire	Recreation & Parks
Human Resources	Utilities

APPROVED BY CITY MANAGER: *Ruth C. Jones*

DATE: 3-31-2010

Originating Dept. Community Development	Costs: \$125,708.41 Current FY: 09-10 Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other:	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
User Dept. Community Development	Budget Account Number: 310-0716-5411-6355	Attachments: 1- Resolution 2- Contract 3- Location Sketch 4- Bid Summary
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

SUMMARY: Bids for providing decorative poles, fixtures, arms and brackets for the Little Blue Heron Bridge Lighting project were opened on February 21, 2010. Three bidders submitted bids and Torres Electrical Supply Company (Torres) was the lowest responsible bidder with the bid price of \$125,708.41. The fixtures for this project are turtle friendly and already approved by the Florida Department of Environmental Protection and Fish and Wildlife Commission. Manufacturing and delivery will take 80 days after notice to proceed is issued to the contractor. Installation of the decorative poles and fixtures will be made by the FDOT contractor doing the reconstruction of the Little Blue Heron Bridge, currently in progress. These same decorative lights will be installed on the AIA project, including the Big Blue Heron Bridge.

Staff recommends that the City Council award the bid for the Little Blue Heron Bridge Lighting project to Torres Electrical Supply Company in the amount of \$125,708.41.

Item No. 04

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Little Blue Heron Bridge Lighting

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	125,708		None	_____	_____
Operating Costs	None	4,000	4,000	4,000	4,000
External Revenues	none	None	None	_____	_____
Program Income (City)	None	None	None	_____	_____
In-Kind Match (City)	None	None	_____	_____	_____
NET FISCAL IMPACT	125,708	4,000	4,000	4,000	4,000

NO. ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund _____ Dept/Div. _____ Org. _____ Object _____


Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funded from the Capital Acquisition Fund - '310-0716-5411-6355

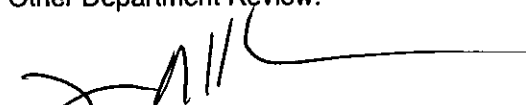
C. Departmental Fiscal Review: 
 Mary McKinney, Dir. of Community Development

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

 _____
 Finance Department 3-29-10 Purchasing and Grants

B. Other Department Review:


 Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE BID FOR LITTLE BLUE HERON BRIDGE LIGHTING TO TORRES ELECTRICAL SUPPLY COMPANY OF STUART, FLORIDA IN THE AMOUNT OF \$125,708.41; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 310-0716-5411-6355; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install decorative street lights on Little Blue Heron Bridge over the Intracoastal Waterway; and

WHEREAS, the bids for supplying poles, fixture, arms and brackets were opened on February 19, 2010 and Torres Electrical Supply Company of Stuart, Florida was the lowest responsible bidder.

WHEREAS, the Little Blue Heron Bridge is currently being reconstructed by FDOT contractor; and

WHEREAS, it will be cost effective for the City to have the decorative lights on the Little Blue Heron Bridge installed while it is under construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The bid for the Little Blue Heron Bridge Lighting project is awarded to Torres Electrical Supply Company in the amount of \$125,708.41.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to make payment of \$125,708.41 from account number 310-0716-5411-6355.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this _____ day of _____, 2010.

RESOLUTION NO. _____

PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

PURCHASE CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2010 by and between Torres Electrical Supply Company, hereinafter referred to as **"Independent Contractor,"** whose mailing address is 3190 S.E. Dominica Terrace, Stuart, Florida 34997(FID # 57-0528722) and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as **"City"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City solicited bids for furnishing street light poles, fixtures, arms, and brackets; and

WHEREAS, the Independent Contractor is the low responsible bidder for providing the street light poles, fixtures, arms, and brackets.

In consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. The City agrees to purchase street light poles, fixtures, arms and brackets from the Independent Contractor. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
3. To the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
4. Independent Contractor shall furnish the items within eight days from the date of receipt of a Notice To Proceed issued by the City.
5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of one hundred twenty five thousand seven hundred eight dollars and forty one cents (\$125,708.41), as set forth in more detail in Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.
8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.
9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

13. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

14. Prior to execution of this Contract by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Contract.

15. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. Eighty (80) calendar days from the receipt of Notice to Proceed to deliver the lights, poles and brackets.

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

19. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural

or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

28. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

29. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of

29. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

30. Time is of the essence in all respects under this Contract.

31. Failure of the City to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

TORRES ELECTRICAL SUPPLY COMPANY

BY: _____
THOMAS A. MASTERS
MAYOR

BY: _____
JOHN DUNN, INDUSTRIAL SALES

ATTEST:


(SEAL)

BY: _____
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
MARY MCKINNEY
DIR. COMMUNITY DEVELOPMENT

DATE: 3/31/10

BID PROPOSAL

You are invited

to Bid in the Following: **LITTLE BLUE HERON BRIDGE LIGHTING**

The bidder having examined the plans for this project, prepared by Techno Engineering, Inc., and the terms and conditions herein, proposes to furnish:

Item No.	Quantity	Unit	Description	Unit Price	Total
1	10	EA	Concrete poles with banner arms and integral receptacles.	\$2,884.30	\$28,843.00
2	9	EA	Concrete poles.	\$2,326.87	\$20,941.83
3	4	EA	Aluminum poles with banner arms and integral receptacles	\$3,896.87	\$15,587.48
4	4	EA	Aluminum poles.	\$3,257.62	\$13,030.48
5	27	EA	Arm brackets.	\$632.09	\$17,066.43
6	27	EA	Lighting fixtures and bulbs.	\$1,119.97	\$30,239.19

Materials must be delivered on-site at Phil Foster Park located at 800 East Blue Heron Blvd., or at City Hall at 600 West Blue Heron Blvd.

TOTAL \$ 125,708.41

Submitted by: Torres Electrical Supply Company February 19, 2010
 Contractor Date

Address: 3190 S.E. Dominica Terrace Stuart Florida 34997

Telephone: 772-286-5049

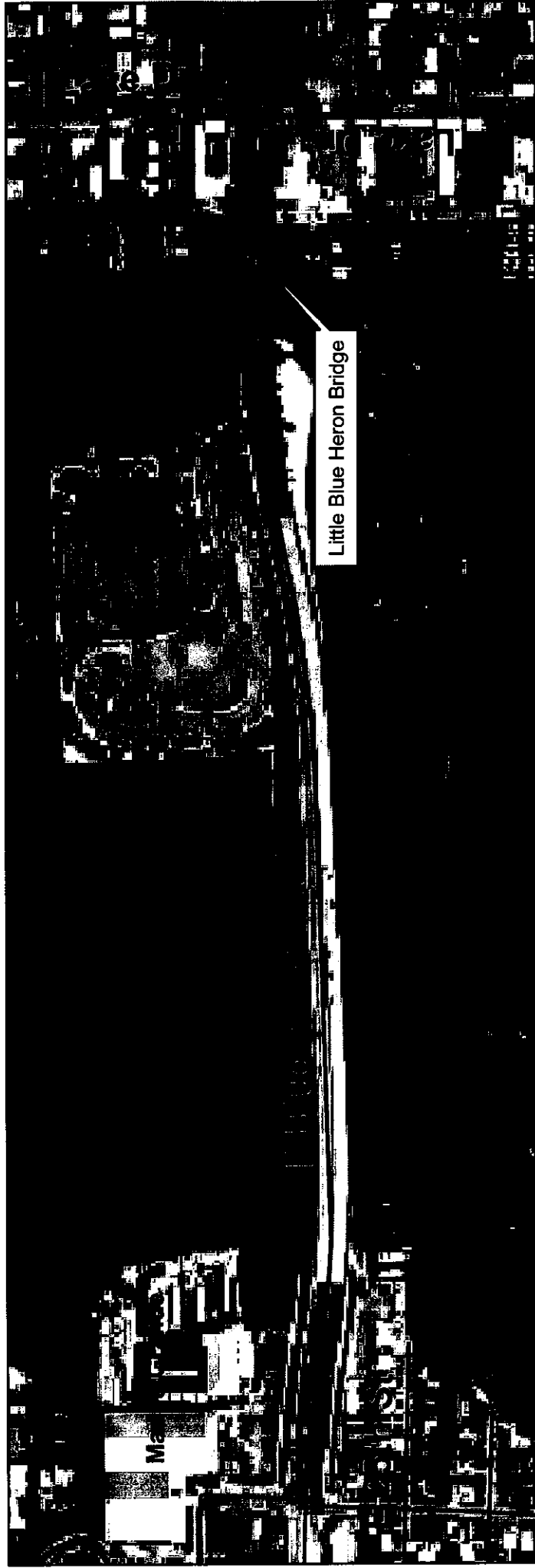
Fax: 772-286-5496

E-mail: Jdunn@torreselectrical.com

Signature: 

Bid bond 5% required if bid amount exceeds \$50,000.00

Little Blue Heron Bridge Lighting



BID TABULATION SHEET
 BID NO.251-10
 LITTLE BLUE HERON BRIDGE LIGHTING
 FEBRUARY 19, 2010 @ 3:30 P.M.

DESCRIPTION	BEST LIGHTING SUPPLY 1387 N.KILLIAN DRIVE LAKE PARK, FL 33403	K & M ELECTRIC SUPPLY, INC. 7641 CENTRAL INDUSTRIAL DR. Unincorporated Palm Beach County	TORRES ELECTRICAL SUPPLY, CO., INC. P.O. BOX 1908, 3190 DOMINICA TERR. STUART, FL 34985
CONCRETE POLES WITH BANNER ARMS AND INTEGRAL RECEPTACLES. QUANTITY (19)	UNIT PRICE \$2,985.00 TOTAL \$29,650.00	UNIT PRICE \$2,935.00 TOTAL \$29,350.00	UNIT PRICE \$2,884.30 TOTAL \$28,943.00
CONCRETE POLES QUANTITY (9)	UNIT PRICE \$2,390.00 TOTAL \$21,510.00	UNIT PRICE \$2,366.00 TOTAL \$21,294.00	UNIT PRICE \$2,326.87 TOTAL \$20,941.83
ALUMINUM POLES WITH BANNER ARMS AND INTEGRAL RECEPTACLES QUANTITY (4)	UNIT PRICE \$4,000.00 TOTAL \$16,000.00	UNIT PRICE \$3,963.00 TOTAL \$15,852.00	UNIT PRICE \$3,886.87 TOTAL \$15,587.48
ALUMINUM POLES QUANTITY (4)	UNIT PRICE \$3,345.00 TOTAL \$13,380.00	UNIT PRICE \$3,313.00 TOTAL \$13,252.00	UNIT PRICE \$3,257.62 TOTAL \$13,030.48
ARM BRACKETS QUANTITY (27)	UNIT PRICE \$650.00 TOTAL \$17,550.00	UNIT PRICE \$644.00 TOTAL \$17,388.00	UNIT PRICE \$632.09 TOTAL \$17,066.43
LIGHTING FIXTURES AND BULBS QUANTITY (27)	UNIT PRICE \$1,150.00 TOTAL \$31,050.00	UNIT PRICE \$1,139.00 TOTAL \$30,753.00	UNIT PRICE \$1,119.97 TOTAL \$30,239.19
TOTAL	\$129,140.00	\$127,889.00	\$125,708.41
ADDENDUMS ONE (1) THROUGH THREE (3)	ADDENDUM THREE (3) ONLY	ADDENDUMS TWO (2) & THREE (3) ENCLOSED	YES
BID BOND	NO	YES	YES
REQUIRED FORMS	NO	YES	YES
SCHEDULE ONE (1) & TWO (2)	NON-RESPONSIVE	NON-RESPONSIVE	YES
%MWB	NON-RESPONSIVE	NON-RESPONSIVE	100%
Comments:			