



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Herb Hyman-(954) 797-1016

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE HASKELL COMPANY FOR CONSTRUCTION OF UNDERGROUND UTILITIES AT PINE ISLAND PARK.

REPORT IN BRIEF:

A competitive bid process resulted in the Town accepting the bid from The Haskell Company to construct underground utilities at Pine Island Park. The underground utilities will provide potable water and sewer for the athletic fields and concession stands which will be awarded by a separate design/build request for proposals. The contract document has been reviewed by staff and the Town's Attorney.

PREVIOUS ACTIONS:

Awarded a bid to The Haskell Company by Resolution R-2000-23.

CONCURRENCES:

The Town's Attorney and members of the Bid Specification Committee have reviewed the contract and agree with its terms and conditions.

FISCAL IMPACT:

Has request been budgeted? yes

Funding appropriated? Yes. \$641,291.68

Account Name: Capital Improvement Program-Pine Island Park Account

Additional Comments: Not applicable

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

Resolution

Contract document

Item No.

11.5

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE HASKELL COMPANY FOR CONSTRUCTION OF UNDERGROUND UTILITIES AT PINE ISLAND PARK.

WHEREAS, the Town Council previously awarded the bid for construction of underground utilities at Pine Island Park by Resolution R-2000-23; and

WHEREAS, it is in the Town's best interest to execute a contract for these services; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with The Haskell Company.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with The Haskell Company for construction of underground utilities at Pine Island Park attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into on the 23 day of February, 2000, by and between the Town of Davie, Florida, hereinafter called the Owner, and The Haskell Company, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the "Pine Island Park Underground Utilities and Site Improvements" Bid No. 00-13 for the Town of Davie, Florida, all in full and complete accordance to the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within one eighty (180) calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of Six Hundred Forty-One Thousand Two Hundred Ninety-One and 68/100 Dollars (\$ 641,291.68) based on the estimate quantities and unit, or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Engineer's approved Application for Payment is presented to him, pay the Contractor the amount approved by the Engineer.
5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has been performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

7. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of Five Hundred (\$500.00) Dollars per day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, replace the Surety at its expense, within five days after the receipt of notice from such form and amount and with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer.
11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Engineer. Each requisition shall be submitted in quintuplet to the Engineer for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified, and accepted.
13. The Contractor shall perform all work required by the Contract Documents for the "Town of Davie - Pine Island Park Underground Utilities and Site Improvements" Bid No. 00-13.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

The Haskell Company
CONTRACTOR
[Signature]
BY Norman C. Anderson
Project Director
TITLE

WITNESS:
[Signature]
[Signature]
DATE: February 23, 2000

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST:

GAIL REINFELD
Town Clerk
(Seal)

HARRY VENIS
Mayor

ROBERT MIDDAUGH
Town Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

DATE: _____

BARRY S. WEBBER
Town Attorney
Town of Davie

Council Approved: _____
Date

Contract Amount: \$ _____

END OF DOCUMENT