

Agenda Item #_C - 8 _____

Village of Royal Palm Beach

Agenda Item Summary

Agenda Item:

Approval and authorization for the Village Manager to enter into a contract with Total Wrecking & Environmental, LLC, the lowest responsible, responsive bidder for the demolition of the Water Treatment Plant (WTP) Site Modifications project, CIP PW1902 in an amount not to exceed \$1,033,448.00 and 75 days to substantially complete the work.

Issue:

The Public Works Department solicited and opened bids for the WTP Site Modifications, Project PW1902, on September 11, 2024. We are requesting approval to enter into a contract with Total Wrecking & Environmental, LLC, the lowest responsive, responsible bidder, for the demolition of the Water Treatment Plant (WTP) Site Modifications project, CIP PW1902 in an amount not to exceed \$1,033,448.00 and 75 days to substantially complete the work.

Project Number	Fund Number	Purchase Amount
PW1902	401-4100-541.49-90	* \$1,033,448.00

***Funds are available.**

Recommended Action:

Upon Council review staff recommends a motion to approve.

Initiator: Paul L. Webster Director of Public Works	Village Manager Approved:	Agenda Date: 10/17/2024	Village Council Action:
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WTP Site Modifications - Demolition

Public Works Department

Village of Royal Palm Beach

PW1902

Bid Tabulation



September 16, 2024

				Legacy Capital, LLC		Total Wrecking & Environmental, LLC	
Item Number	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid:							
1	Total Project	1	LS	2,055,888.00	2,055,888.00	995,448.00	995,448.00
Alternate Bid:							
2	Remove or Fill Pipes >4"	1	LS	200,000.00	200,000.00	38,000.00	38,000.00
	Total Cost				\$2,255,888.00		\$1,033,448.00

Bid Bond:	Yes	Yes
# Days_Base Bid:	200	70
# Days_Alt. Bid:	0	5
Total Days:	200	75

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2024, between the Village of Royal Palm Beach a municipality, incorporated in the State of Florida, hereinafter referred to as the "Owner" and Total Wrecking & Environmental, LLC hereinafter referred to as the "Contractor."

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Water Treatment Plant Site Modification Village Project Number: PW1902

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of this Contract including the following Exhibits which the Contractor has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Bid Form and Bid Proposal Form
- D. Notice of Award
- E. Completed Bonds, Surety and Insurance Forms
- F. Notice to Proceed
- G. General Conditions (EJCDC No 1910-8) (1996 Edition)
- H. Supplementary Conditions
- I. Roadway Technical Specifications
- J. Project General Conditions
- K. Technical Specifications
- L. Appendix
- M. Addenda
- N. Drawings

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Million, Thirty-three Thousand, Four Hundred Forty-eight & 00/100 Dollars (\$1,033,448.00)** which is based on the lump sum price in the Bid Form, including the bid alternate. The price named in the Bid is for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Owner, except as

may be noted in the bid items. It is understood that the Contractor holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed. The time limit for the Substantial Completion of all work under this contract shall be **seventy-five (75)** consecutive calendar days. The Contract shall be Finally Complete within thirty (30) consecutive calendar days of the date of Substantial Completion.

Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **Two Hundred Fifty Dollars (\$250.00)** for each day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the Inspector General in the exercise of the Inspector General's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

In accordance with Sec. 119.0701, Florida Statutes, Vendor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal. Upon request from the Village's custodian of public records,

Vendor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes. A Vendor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties pursuant to Sec. 119.10, Florida Statutes. Further, Vendor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Vendor does not transfer the records to the Village. Finally, upon completion of the Agreement, Vendor shall transfer, at no cost to the Village, all public records in possession of the Vendor, or keep and maintain public records required by the Village. If the Vendor transfers all public records to the Village upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@royalpalmbeachgov.fl, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

This Contract shall be governed by the laws of the State of Florida and the venue of any action shall be Palm Beach County, Florida.

This four (4) page Agreement, along with other documents referenced as exhibits above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed by both parties and attached hereto as an addendum to this Agreement.

In WITNESS WHEREOF, the Village Council of the Village of Royal Palm Beach, Florida, has approved and authorized its Village Manager to execute this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

Diane DiSanto, Clerk

By: _____

(Seal)

OWNER:

Village of Royal Palm Beach

By: _____

Raymond C. Liggins, P.E., Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Village Attorney

ATTEST:

**TOTAL WRECKING & ENVIRONMENTAL,
LLC:**

By: _____

By: _____

(Corporate Seal)

Print: Frank Bodami

Title: Managing Member

Signed, sealed and delivered in the presence of two witnesses:

Witness

Witness