

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** June 8, 2022

1. Responsible Department: Roads and Streets
2. Presenter: Troy Slattery
3. Recommended Action: Award Bid #2022-02 to V.E. Whitehurst and Son, Inc. for the Mockingbird and W Blue Cove Drive Paving Project and authorize the Mayor to sign the contract documents

**Subject:** Bid #2022-02 Mockingbird and W Blue Cove Drive Paving Project

**Summary Explanation & Background:**

On March 14, 2022 the City Council authorized staff to solicit bids for the above referenced project. Two bids were received and opened on May 4, 2022:

1. Art Walker Construction - \$249,942
2. V.E. Whitehurst & Sons, Inc. - \$176,380

It is expected that the Ohio and Cedar Street paving project will be completed under budget by approximately \$111,572

**Procurement Method: Bid Solicitation**

**Fiscal Information: Funding included in FY2022 budget \$150,000 (less \$33,600 for engineering) plus \$59,980 unspent budget funds from Ohio and Cedar Project.**

**Attorney Review:** n/a

**EXHIBIT**

**Cedar and Ohio Street Project**

01541-60630-RDPRO

Budget-FY21-22	548,500.00
BID#2021-03 Ranger Construction	397,427.45
IPO #95 Kimley Horn Construction Mgmt	<u>39,500.00</u>
<b>Subtotal Project Construction</b>	<b>436,927.45</b>
Available Contingency	111,572.55
Transferred to Mockingbird and W Blue Cove Project	<u>(59,980.00)</u>
Available Contingency	51,592.55

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**Mockingbird and Blue Cove Project**

01541-60630-RDPRO

Budget-FY21-22	150,000.00
Funds available from Cedar/Ohio Project	59,980.00
<b>Total Funding Available FY21-22</b>	<b>209,980.00</b>
BID2022-02 VE Whitehurst and Son Inc.	176,380.00
IPO #99 Kimley Horn Construction Mgmt	33,600.00
<b>Totall Project Construction</b>	<b>209,980.00</b>

**SECTION 00500 – AGREEMENT**

This Agreement made this 13th day of June, 2022 by and between the City of Dunnellon hereinafter called “Owner”, and V.E. Whitehurst & Son, Inc. doing business as a corporation hereinafter call “Contractor”, for the construction of the Mockingbird Dr and W Blue Cove Dr Roadway Project.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$176,380 and as shown in the Bid Schedules.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (**operational**) within 120 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Final Completion.
5. 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.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed, and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
  - a. Contractor is making satisfactory progress, and
  - b. There is no specific cause for greater withholding.
7. However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.
8. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.
9. The term “Contract Documents” means and includes the following:
  - (a) Invitation to Bid
  - (b) Instructions to Bidders

- (c) Bid Form
- (d) Public Entity Crimes Statement
- (e) Drug Free Workplace Form
- (f) Agreement
- (g) Application for Payment
- (h) Certificate of Substantial Completion
- (i) Performance and Payment Bond
- (j) Certificate of Insurance
- (k) General Conditions
- (l) Special Provisions
- (m) Notice of Intent to Award
- (n) Notice to Proceed
- (o) Change Order Form
- (p) Contract Field Order Form
- (q) Material and Equipment
- (r) Full Depth Reclamation Specifications
- (s) Technical Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated March 2022.
- (t) Addenda as Follows:
  - No. 1 dated 04/08/2022
  - No. 1 dated 04/18/2022 (corrected)
  - No. \_\_\_\_\_ dated \_\_\_\_\_
  - No. \_\_\_\_\_ dated \_\_\_\_\_
  - No. \_\_\_\_\_ dated \_\_\_\_\_

- 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 11. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
- 12. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
- 13. The Contractor shall indemnify and save harmless the City of Dunnellon, its officers, agents and employees, in their official and individual capacities, from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor

under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

14. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Mockingbird Dr and W Blue Cove Dr Roadway Project, dated March 2022 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.
15. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall lie in Marion County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Marion County, Florida.
16. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Dunnellon.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Dunnellon

BY: \_\_\_\_\_

NAME: William P. White  
(Please Type/Print)

TITLE: Mayor

DATE: June 13, 2022

ATTEST:

\_\_\_\_\_  
NAME: Amanda L. Odom  
(Please Type/Print)

TITLE: City Clerk

CONTRACTOR: V.E Whitehurst & Son, Inc.

BY: \_\_\_\_\_

NAME: William J. Whitehurst, President  
(Please Type/Print)

ADDRESS: 20551 NE 75th Street  
Williston, FL 32696

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME: \_\_\_\_\_  
(Please Type/Print)

TITLE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00841 – NOTICE OF INTENT TO AWARD**

TO: V.E. Whitehurst & Son, Inc.  
CONTRACTOR  
20551 NE 75th Street  
ADDRESS  
Williston Florida 32696  
CITY STATE ZIP

PROJECT: Mockingbird Dr and W Blue Cove Dr Roadway Project

The Owner has considered the Bid submitted by you for the above described work in response to its Invitation to Bid dated 03/25/2022.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 176,380.

You are required to execute the Agreement and furnish the required Contractor's Performance and Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of the Notice of Intent to Award, executed Agreement, Bonds, and Insurance Certificates to City Clerk, 20750 River Drive, Dunnellon FL 34431.

Dated this 13th day of June, 2022

OWNER: City of Dunnellon

BY: \_\_\_\_\_ (sign) TITLE: Mayor

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00842 – NOTICE TO PROCEED**

To: V.E. Whitehurst & Son, Inc.  
20551 NE 75th Street  
Williston, FL 32696

PROJECT: Mockingbird Dr and W Blue Cove Dr Roadway Project

You are hereby notified to commence work in accordance with the Agreement dated June 13, 2022. The Contract time for Substantial Completion is 120 consecutive calendar days from the date of commencement. The Contract time for Final Completion is 150 consecutive calendar days from the date of commencement. The Contract time commences to run on June 23, 2022. The date of Substantial Completion is October 21, 2022. The date of Final Completion is November 20, 2022.

OWNER: City of Dunnellon  
BY: William P. White, Mayor  
DATE: June 13, 2022

BY: \_\_\_\_\_ (signature)

DATE: June 13, 2022

You are required to return an acknowledged copy of the Notice to Proceed to the office of the Engineer.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION**