



BOARD OF COUNTY COMMISSIONERS

DATE: January 15, 2013

AGENDA ITEM NO. 12a.

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature: 

Subject:

Award of Bid: New Transfer Pumping Station and Chemical Treatment Facility Upgrade – Keller Water Treatment Facility

Project No.: 000772A/2061

Bid No.: 123-0013-CP(DF)

Department:

Department of Environment and Infrastructure
Purchasing

Staff Member Responsible:

Jorge Quintas / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID FOR A NEW TRANSFER PUMPING STATION AND CHEMICAL TREATMENT FACILITY UPGRADE - KELLER WATER TREATMENT FACILITY TO BRASFIELD & GORRIE, L.L.C. (BRASFIELD AND GORRIE), LAKE MARY, FLORIDA ON THE BASIS OF BEING THE LOWEST, RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

IT IS FURTHER RECOMMENDED THAT AFTER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, THE CHAIRMAN SIGN AND THE CLERK ATTEST.

Summary Explanation/Background:

This project is related to a joint project agreement with Tampa Bay Water and completion is crucial to the successful operation of the utility and the provision of water to Pinellas County. More specifically, this project is to construct a 45 million gallon per day high service pumping station with four (4) – 700 horsepower vertical turbine pumps and associated electrical switchgear, motor control centers and drives. In addition, the project provides for a 2,500 kilowatt generator with a 12,000 gallon external fuel tank, new chemical storage tanks and feed equipment and all ancillary piping and appurtenances as required and specified for a complete and functional pump station and water treatment system. This project will replace the existing Keller facility which is at end of life and requires extensive repairs and/or replacement of components to continue to operate at optimum efficiency.

Staff has reviewed the bids and recommends award to Brasfield and Gorrie in the amount of \$11,765,000.00. The engineering estimate for this project was \$9,614,000.00. The engineering estimate was understated due to significantly higher costs for the generator and fuel system as compared to the original estimate. The grouping of the bid submittals reflect competitive pricing for market conditions. All work is expected to be fully completed within four hundred ninety five (495) consecutive calendar days.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure: \$11,765,000.00

Funding for this project is provided by the Department of Environment and Infrastructure Utilities Sewer Enterprise Fund.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip
Agreement
Bid Tabulation



PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

CATS
NO.:

40749

PROJECT: New Transfer Pumping Station & Chemical Treatment Facility Upgrade – Keller Water Treatment Facility (PID No. 000772A/2061)

BID NUMBER: 123-0013-CP(Df)

REQ. NUMBER:

TYPE: ☒ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 35 - 37 PRODUCT ONLY ☐

Estimated Expenditure: \$9,614,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director				
2.	Dept. of Environment & Infrastructure Jorge Quintas, Director Bill Harrington, PM Trina Shisler, Contracts	10/1/12 10/1/12 9/19		Will make minor corrections to specs & T.O.C.	
Using Dept please provide below information: <input type="checkbox"/> Yes, funding for this requisition is using grant Funding. <input checked="" type="checkbox"/> No, funding for this requisition is not using grant Funding. If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)					
3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	10/9/12	Virginia E. Holscher	See ins. requirements See comment below	<input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	10/10/12	CRB		
5.	Asst. County Administrator Attn: M. Woodard	10/11/12	MW		
6.	Legal Attn: Michelle Wallace	10/12/12	MW	Agreements Attached	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: David Fechter, Procurement Analyst at Extension 3154

In order to meet the following schedule, please return your requirements to Purchasing by: 10/3/12

Revised 08/2010

TENTATIVE DATES

Bid Mail Out: 10/12/12

Bid Opening: 11/13/12

Purchasing Director Approval: 11/20/12

If insurance requirements for this project differ from Purchasing boilerplate, please advise the Department. Trina, 45316

Michelle, please require that Contractor extend their indemnification clause in their subcontract agreement to include County (owner). Jason Ester just did this for A&E

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum
of

_____ DOLLARS \$

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Bid Title: **New Transfer Pumping Station & Chemical Treatment Facility Upgrade – Keller Water Treatment Facility (PID # 000772A/2061)**, Bid No: **123-0013**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than **four hundred ninety-five (495)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the **fifteenth (15th)** calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The Contractor shall assure that all subcontractors adhere to the same aforementioned indemnification obligation and that the aforementioned indemnification clause appears in all of the respective agreements between the Contractor and any and all subcontractors. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows: (if applicable)
If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the

Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

OR

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
 - B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
 - C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
 - D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
 - F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

SECTION D SPECIFICATIONS

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Name of Firm

_____	By: _____
Chairman	
_____	_____
Date	Print Name
ATTEST:	_____
Ken Burke,	Title
Clerk of the Circuit Court	
By: _____	ATTEST:
Deputy Clerk	_____
	Print Name

	Title
Approved as to Form	WITNESSES:
By: <u>Michelle Wallace</u>	_____
Office of the County Attorney	Print Name

	Business Address

	Print Name

	Business Address

	Contractor's Registration or Certification No.
	issued by the State of Florida
	CORPORATE SEAL

PINELLAS COUNTY GOVERNMENT, FLORIDA Cost Proposal Tabulation Bid No.: 123-0013-CP(DF) Project No.: 000772A/2061 Bid Title : New Transfer Pumping Station & Chemical Treatment Facility Upgrade - Keller Water Treatment Date & Time Due: December 4, 2012			
Item No.	Vendor	UOM	Amount
1	Brasfield & Gorrie, LLC	LS	\$ 11,765,000.00
2	Wharton-Smith, Inc.	LS	\$ 11,842,000.00
3	Vogel Bros. Building Co.	LS	\$ 11,930,000.00
4	RTD Construction, Inc.	LS	\$ 11,960,700.00
5	WPC Industrial Contractors, LLC	LS	\$ 12,192,000.00
6	TLC Diversified, Inc.	LS	\$ 12,330,000.00
7	PCL Construction, Inc.	LS	\$ 12,545,266.00
8	Cardinal Contractors, Inc.	LS	\$ 12,570,000.00
9	Westra Construction Corp.	LS	\$ 13,278,000.00