



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** January 15, 2013  
**AGENDA ITEM NO.** 12b.

**Consent Agenda** ☒

**Regular Agenda** ☐

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Award of Bid: Tarpon Woods Secondary Drainage Outfall System  
Project No.: 000476A/001027A  
Bid No.: 123-0045-CP(Df)

**Department:**

Department of Environment and Infrastructure (DEI) /  
Purchasing

**Staff Member Responsible:**

Jorge Quintas / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) REJECT THE BID FROM BUN CONSTRUCTION COMPANY (BUN CONSTRUCTION), INC., TAMPA, FLORIDA AS BEING NON RESPONSIBLE FOR NOT MEETING PROJECT PERFORMANCE REQUIREMENTS BASED ON SIMILAR WORK PERFORMED FOR RECENT COUNTY CONSTRUCTION CONTRACTS.

I FURTHER RECOMMEND THE BOARD AWARD THE BID FOR TARPON WOODS SECONDARY DRAINAGE OUTFALL SYSTEM TO DAVID NELSON CONSTRUCTION COMPANY (DAVID NELSON), PALM HARBOR, FLORIDA, ON THE BASIS OF BEING THE LOWEST, RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

I ALSO RECOMMEND THAT AFTER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, THE CHAIRMAN SIGN AND THE CLERK ATTEST.

**Summary Explanation/Background:**

The purpose of this project is to construct drainage improvements in the Tarpon Woods subdivision and along Tarpon Woods Boulevard. Work consists of the installation of approximately 5,560 linear feet of stormwater pipe and associated structures within existing roadway right of way; a concrete end wall for the proposed pipe outfall; approximately 980 linear feet of five (5) foot wide concrete sidewalk; and, 5,500 linear feet of partial roadway reconstruction.

Staff has reviewed the bids and recommends award to David Nelson in the amount of \$1,754,116.40. The engineering estimate for this project was \$1,994,045.00. All work is expected to be fully completed within two hundred forty (240) consecutive calendar days.

Bun Construction has demonstrated and DEI has documented poor quality workmanship and performance on a major county project (ADA Ramps and Sidewalk Replacement) utilizing many of the same disciplines required for this project. It is staff recommendation to present the performance concerns pertaining to Bun Construction to the Pinellas County Construction Pre-qualification Committee for their recommendation at the next scheduled Construction Pre-qualification meeting.

**Fiscal Impact/Cost/Revenue Summary:**

Estimated Total Expenditure: \$1,754,116.40

Funding for this project is provided by the Infrastructure Sales Tax (Penny for Pinellas): Drainage and Stormwater Management, Stormwater Conveyance System Improvement Program allocation (50%) and grant funding provided by the Southwest Florida Water Management District (50%).

**Exhibits/Attachments Attached:**

Contract Review Transmittal Slip  
Agreement  
Bid Tabulation  
Project Financial Overview



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS  
NO.:

40979

**PROJECT:** Tarpon Woods Secondary Drainage Outfall System (PID No. 000476A) ~~4~~ 001027A

**BID NUMBER:** 123-0045-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: \$1,994,045.00

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 D. Fechter, PA	10/16	CLM		
2.	Dept. of Environment & Infrastructure Jorge Quintas, Director Nancy McKibben, PM Merry Celeste, Contracts	10/18/12	[Signature]		

Using Dept please provide below information:

☒ Yes, funding for this requisition is using grant Funding. ☐ 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)**

3rd party 10-19	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	10/24/12	Original	Pls see ins. req'ts p. 36-37	HIGH RISK <input checked="" type="checkbox"/> NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	10/26/12	CBW	Can we add a stored materials form?	SEE SECOND B - ITEM 11
5.	Legal Attn: Michelle Wallace	10/29/12	MW	Agreements Attached	
6.	Asst. County Administrator Attn: M. Woodard	10/30/12	[Signature]		

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Dave Fechter, Procurement Analyst at Extension 3154  
In order to meet the following schedule, please return your requirements to Purchasing by: **October 29, 2012**

**TENTATIVE DATES**

Bid Mail Out: November 2, 2012  
Bid Opening: December 4, 2012  
Purchasing Director Approval: December 17, 2012

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: Tarpon Woods Secondary Drainage Outfall System (PID # 000476A)** , **Bid No: 123-0045-CP**, 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 **two hundred forty (240)** 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. The CONTRACTOR shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth by the County.
- 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 Engineer, 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. To the maximum extent permitted 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 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.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Contract Amount herein above specified, as follows:  
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. 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, Drawings or Specifications pertaining to this Agreement.
- C. 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 below. 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.

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:

<b>ADDENDA</b>	(if applicable)
<b>APPENDIX 4</b>	SPECIAL NOTICES (if applicable)
<b>SECTION B</b>	SPECIAL CONDITIONS (if applicable)
<b>SECTION H</b>	AGREEMENT
<b>SECTION D</b>	SPECIFICATIONS & CONSTRUCTION PLANS

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

\_\_\_\_\_  
Chairman

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Approved as to Form

WITNESSES:

By: Michelle Wallace  
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\*\*\*

<b>PINELLAS COUNTY GOVERNMENT, FLORIDA</b> <b>Cost Proposal Tabulation</b> <b>Bid No.: 123-0045-CP(DF)</b> <b>Project No.: 000476A/001027A</b> <b>Bid Title : Tarpon Woods Secondary Drainage Outfall System</b> <b>Date &amp; Time Due: December 11, 2012</b>			
Item No.	Vendor	UOM	Amount
1	David Nelson Construction Co.	LS	\$ 1,754,116.40
2	Ajax Paving Industries of Florida, LLC	LS	\$ 2,062,291.60
3	Bun Construction Company, Inc.	LS	***
***Non Responsible			

# PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☒ 2. Date: January 15, 2013  
3. Contract Award: ☒

<b>4. Title:</b> Tarpon Woods Blvd. Drainage Outfall System (PID 001027A)		
<b>5. Anticipated Scope and Description:</b> Drainage improvements including construction of outfall along Tarpon Woods Blvd.		
<b>6. YEAR OF CONSTRUCTION START:</b> FY 13		
<b>7. PROJECT BUDGET:</b>		
	<b>FY 13 Appropriation</b>	<b>Multi-Year Plan</b>
Professional Services (Architectural/Engineering/Consulting)	\$ 50,000	\$ 121,000
Land/Right of Way/Building Acquisitions		
Construction:	900,000	1,700,000
Testing	10,000	20,000
Inter-local		
<b>TOTAL PROJECT BUDGET</b>	<b>\$ (1) 960,000</b>	<b>\$ (2) 1,841,000</b>
<b>8. FINANCIAL RESOURCES:</b>		
Penny for Pinellas Sales Tax:		\$ 850,000
Local Option Gas Tax:		
Transportation Impact Fees:		
Grant(s): State		991,000
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other: Community Development Block Grant (CDBG)		
<b>TOTAL FINANCIAL RESOURCES</b>		<b>\$ (2) 1,841,000</b>
<b>9. Project's First Full Year Estimated Operating Budget Fiscal Impact: <sup>(3)</sup></b>		
Fiscal Year:	FY xx	
New Positions:	NONE	
Number:	N.A.	
Type:	N.A.	
<b>Total Est. Fiscal Impact (Personal Services, Operating Expenses)</b>	<b>\$ 0</b>	

(1) Amount represents current FY 13 appropriation.

(2) Amount represents expenditures from prior years, current Multi - Year Plan's project estimate and anticipated resources.

(3) Does not apply to current phase.