

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** June 18, 2013  
**AGENDA ITEM NO.** 15

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Non-Competitive Purchase: Potable Water Tank Mixer Installation – Three Locations  
Project No.: 001442A/2106  
Bid No.: 123-0284-N(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) APPROVE THE NON-COMPETITIVE PURCHASE FOR POTABLE WATER TANK MIXER INSTALLATION - THREE LOCATIONS TO UTILITY SERVICE CO. INC., (UTILITY SERVICE) PERRY, GEORGIA.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

**Summary Explanation/Background:**

This project consists of installing seven (7) new tank mixing systems at three (3) potable water pumping station ground storage tanks (GSTs): North Booster, Logan and Capri Isle. The purpose of this project is to increase water quality and reduce the amount of line flushing that is currently required due to reduced system demand. Potable water pumping stations must be actively mixed to avoid thermal stratification, to reduce the formation of nitrates and lower disinfection by-products production. The active mixers are needed to maintain well-mixed conditions and uniform total residual chlorine (TRC) values in the GSTs. It is critical that this project commence immediately to mitigate current water quality issues and associated power consumption.

To ensure that the active mixers would perform successfully, the County authorized an active mixer demonstration test at the North Booster Pumping Station. The active mixer selected for this test was the PWM-400 by PAX Water Technologies, Inc., because of its documented success at controlling nitrification within the Redwood, California water storage tank. This mixer demonstration was performed in June 2012 and results showed very mild temperature stratification and significant TRC stratification can coexist. The tests demonstrated conclusively that a single PAX mixer (PWM-400) installed in a 5-MG GST will achieve and maintain the temperature and TRC mixing goals.

Initially, a bid was released on February 1, 2013 and one (1) bid was received from Utility Service. A condition of the bid submittal process was pre-qualification with the County for water and sanitary sewer construction prior to bid opening. The bid from Utility Service was rejected as non-responsive as they did not have pre-qualification status prior to the opening of bids. Contained in the Utility Service bid submittal was a claim to have exclusive rights to provide PAX Water Technologies equipment in Central Florida. Due to the current configuration of the pumping stations, this project requires equipment be provided by PAX Water Technologies.

In an attempt to confirm sole source status of Utility Service, this project was re-advertised with the intent to purchase on a sole source basis. Two firms provided response submittals to the sole source advertisement; Medora Corporation and Process Solutions. Both firms submitted technical data which was reviewed by DEI staff and the design consultant Jones Edmunds. After review, it was determined neither firm has achieved the temperature uniformity specified by Pinellas County. In addition, none of the information submitted evidenced that either firm could achieve and maintain a consistent TRC profile as specified by Pinellas County.

With the bid process and sole source process effectively exhausted, the Department of Environment and Infrastructure recommends this project be awarded as a non-competitive contract to Utility Service, meeting specifications and Pinellas County requirements. Staff has negotiated a not to exceed price of \$417,576.00 which is (\$14,714.00) less than the bid price submitted when the project was previously advertised. The engineering estimate for this project was \$399,075.00. All work is expected to be fully completed within one hundred eighty (180) consecutive calendar days.

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

Estimated Total Expenditure: \$417,576.00

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

**Exhibits/Attachments:**

Contract Review

Agreement

Negotiated Sole Source Price Submittal



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS  
NO.:

42079

**PROJECT: Potable Water Tank Mixer Installation – Three Locations (PID No. 001442A/2106)**

**BID NUMBER: 123-0284-SS(DF)**

**REQ. NUMBER:**

**TYPE:** ☐ Purchase Contract ☒ Other: Sole Source ☐ 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: See attachment from previous bid. **PRODUCT ONLY** ☐

Estimated Expenditure: \$417,576.00

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	4/10/13 4/10	CLM Jr	memo needs work	DF
2.	Dept. of Environment & Infrastructure Jorge Quintas, Director John French, PM + TRINA	4/17/13 4/19/13	60250. [Signature] [Signature]		DF

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)**

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	4/29/13	REH	all ins. requirements	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	4/23/13	[Signature]		DF
5.	Legal Attn: Michelle Wallace	4/30/13	MW		DF
6.	Asst. County Administrator Attn: M. Woodard	5/3/13	[Signature]	- See connect.	DL

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: D. Fechter, PA at Extension 3154  
In order to meet the following schedule, please return your requirements to Purchasing by: 4/24/13

**TENTATIVE DATES**

Sole Source Advertisement: 4/11/13 – 4/25/13  
Sole Source Opening: 4/15/13  
Purchasing Director Approval: 5/2/13

Rev

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

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)

U.S.C., INC. (UTILITY SERVICE COMPANY, INC.)

(Corporation, Partnership or Individual Proprietor)

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

535 COUNTEY HOOVER BLVD.  
PERLY, GEORGIA 31069

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum of FOUR HUNDRED SEVENTEEN THOUSAND  
FIVE HUNDRED SEVENTY SIX AND 9/100 DOLLARS \$417,576.00

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: Potable Water Tank Mixer Installation – Three Locations (PID #001442A/2106), Bid No: 123-0284-N**, 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 **one hundred eighty (180)** 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 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. (See attachment) 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. 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.
- 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.

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
<b>SECTION H</b>	AGREEMENT
<b>SECTION D</b>	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: **Utility Service Co., Inc.**

Chairman



Print Name

**Donald G. Belcher, Sr. V.P. of Operations**

Title

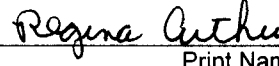
Date

ATTEST:

Ken Burke,

Clerk of the Circuit Court

ATTEST:



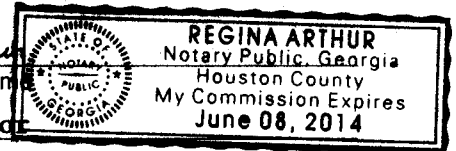
Print Name

**Sales Coordinator**

Title

By:

Deputy Clerk

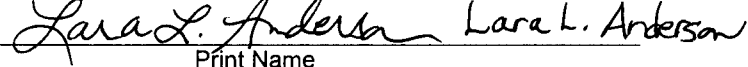


Approved as to Form

By:

  
Office of the County Attorney

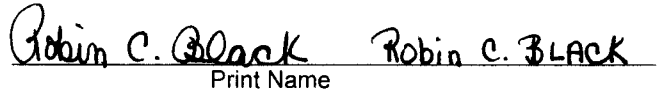
WITNESSES:



Print Name

**P O Box 1350, Perry, GA 31069**

Business Address



Print Name

**P O Box 1350, Perry, GA 31069**

Business Address

**SCC131151398**

Contractor's Registration or Certification No.

issued by the State of Florida

\*\*\*CORPORATE SEAL\*\*\*

**CONTRACT SECURITY:**

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form provided and each in the amount of 100% of the Agreement amount, the costs of which are to be paid by the Bidder. The Bonds will be acceptable to the County only if the following conditions are met:
1. For contracts that do not exceed \$500,000.00, the Surety Company:
    - a. is licensed to do business in the State of Florida;
    - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
    - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
    - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
    - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
  2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.
  3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.