

BOARD OF COUNTY COMMISSIONERS

DATE: October 7, 2014

AGENDA ITEM NO. 15

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Lump Sum Price Amendment to the Agreement for Professional Design Build Services - Belleair Causeway Bait House
Contract No. 123-0328-NC(RM)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Candy Mancuso

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE LUMP SUM PRICE (LSP) AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN BUILD SERVICES FOR THE BELLEAIR CAUSEWAY BAIT HOUSE WITH CALADESI CONSTRUCTION COMPANY (CALADESI), LARGO, FLORIDA.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AMENDMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On February 25, 2014, the Board approved the final negotiated agreement for pre-construction, Phase 1, for professional design build services for the Belleair Causeway Bait House. During the pre-construction phase, Caladesi developed a scope of work and corresponding construction documents to establish a final LSP to construct the project. This is outlined in Exhibit N - Lump Sum Amendment Agreement Form dated August 1, 2014, as attached.

Approval of this amendment will initiate the construction phase of the bait house.

The new bait house will be located adjacent to the Belleair Causeway Bridge, 3900 West Bay Drive, Belleair Bluffs, Florida. The building will be constructed on an elevated deck system and will be designed to allow for private concessionaire space. The concessionaire, which will be selected through a separate competitive process, will be required to install their own equipment and furnishings.

It is anticipated that the construction of the bait house will be substantially complete within three hundred ten (310) consecutive calendar days from the date of commencement.

Fiscal Impact/Cost/Revenue Summary:

Phase 2 Lump Sum Proposal \$708,339.77

The initial total cost for the Design/Build of the bait house was estimated at \$675,000.00. The Board approved \$86,960.00 for Phase 1 (Pre-Construction). The lump sum proposal combined with Phase 1 costs brings the final estimated overall project expenditure to \$795,299.77. The increase in costs is due largely to the decision to build the structure on concrete piles verses wood piles and to utilize building shell materials and components with a longer life cycle in a hostile coastal environment. Adding another set of stairs and minor hardware changes along with contingencies are also factored into the final estimated cost.

The lump sum price includes \$40,000.00 for Owners controlled contingency and \$10,000.00 for construction contingency. Funding for this project will be derived from the County's Capital Improvement Program, Infrastructure Sales Tax (Penny for Pinellas): Culture and Recreation; Boat Ramp Projects.

Exhibits/Attachments:

Exhibit N: Lump Sum Amendment Agreement Form

EXHIBIT N
8/01/14
LUMP SUM AMENDMENT AGREEMENT FORM

Pursuant to Sections 3B and 5A of the Design Build Agreement, dated March 7, 2014, between The Board of County Commissioners of Pinellas County, Florida ("Owner") and Caladesi Construction Company ("Design Builder"), for the design and construction of the Belleair Bluffs Bait House ("Project"), Owner and Design Builder established the Lump Sum Price and Contract Time for all the Work as set forth below.

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of the design and construction of the Project in accordance with the Agreements, this Amendment and other Contract Documents listed as Attachments 1 through 6 below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment Number	Description	Pages	Dated
1.	Drawing Index	111	7/3/14
2.	Schedule of Values	1	8/01/14
3.	Clarifications	1	8/01/14
4.	Construction Schedule	1	8/01/14
5.	List of Subcontractors and Major Suppliers	1	8/01/14
6.	Allowances	1	8/01/14

ARTICLE 2
8/01/14
LUMP SUM PRICE

2.1 The Lump Sum Price for the Work, as defined in Section 3B of the Agreement, is \$708,339.77

2.2 Monthly installment payment of the Lump Sum Price shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.3 In order to efficiently and timely address certain Change Order situations that may arise during Phase 2, the parties have agreed to establish an Owner controlled contingency within the Lump Sum Price in the amount of Forty Thousand Dollars (\$40,000.00) ("Owners Contingency"). The parties also have agreed to establish an Construction controlled contingency within the Lump Sum Price in the amount of Ten Thousand Dollars (\$10,000.00) ("Construction Contingency"). The Design Builder acknowledges and agrees that any change work which is to be charged against the Owner's Contingency must be approved in advance in a Change Order or Construction Change Directive signed by the Pinellas County Project Manager. The Owner reserves the right, at its sole discretion, to withhold its consent on Owner's Contingency expenditures. Unused Owner's Contingency remaining at Substantial Completion will be deducted from the Lump Sum Price. Design Builder has no entitlement to any portion of any unused Owner's Contingency.

2.4 If the parties agree to establish Allowances within the Lump Sum Price, and Allowances items and amounts will be identified in Attachment 6. Design Builder shall not proceed with any portion of the Work associated with the aforesaid Allowances ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work.

2.5 Design Builder recognized that this Contract includes work for trench excavation in excess of five feet deep. Design Builder acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Design Builder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Design Builder agrees to comply with all such required trench safety standards.

2.5.1 The amount of Zero dollars (\$0.00) has been separately identified in Attachment 2, Schedule of Values, for the cost of compliance with the required trench safety standards; said amount is included within the Lump Sum Price.

ARTICLE 3
CONTRACT TIME

3.1 The Phase 2 Commencement Date for the Work is TBD. The total period of time beginning with the Phase 2 Commencement Date through the date

required for Substantial Completion of the work is 310 days ("Contract Time") THE
SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS TBD

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Design Builder's responsibility to complete the work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Design Builder for each calendar day Design Builder fails to achieve Substantial Completion for the Designated Work within the Contract Time.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Design Builder agree that the terms of this Amendment shall prevail and control.

PINELLAS COUNTY by and through its
Board of County Commissioners.

By: _____

By: Kurt B. Hinrichs

Print Name: _____

Print Name: Kurt B. Hinrichs

Its: _____

Its: Secretary

Date: _____

Date: 9/1/14

ATTEST:
KEN BURKE, CLERK OF THE CIRCUIT COURT

By: _____ DEPUTY CLERK
DATE _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: [Signature]
Attorney

DRAWING INDEX
GENERAL CONTRACTOR: CALADESI CONSTRUCTION COMPANY
PROJECT: Belleair Causeway Bait House
Revised 7/3/14

Dwg No.	Drawing Title	Dwg. Date	Rev. Date	Rev. Date	Rev. Date	Rev. Date	Rev. Date
—	Cover	6/24/14●					
	Civil						
C-1	General Notes	5/26/14●					
C-2	Horizontal Control Plan	5/26/14●					
C-3	Paving, Grading, and Drainage Plan	5/26/14●					
C-4	Details	5/26/14●					
	Architectural						
A000	Life Safety Plan	6/30/14●					
A100	Site Plan	7/1/14●					
A101	New Building, First Floor Plan, Second Floor Plan, Room Finish Schedule, Door Schedule & Frame Types	6/27/14●					
A102	Roof Plan	6/23/14●					
A104	Roof Details – Didn't Receive	—					
A200	Building Elevations	6/30/14●					
A201	Building Sections	6/30/14●					
A400	Reflected Ceiling Plan	6/30/14●					
A500	Wall Sections	6/27/14●					
A501	Wall Sections	6/30/14●					
	Structural						
S1.0	General Notes	5/26/14●					
S2.0	Pile Layout	5/26/14●					
S3.0	First Floor Framing Plan	5/26/14●					
S3.1	Lintel Plan	5/26/14●					
S4.0	Roof Framing	5/26/14●					
S5.0	Details	6/30/14●					
	Mechanical						
M101	Mechanical Plan & Details	6/23/14●					
	Plumbing						
P101	Plumbing plan & Details	7/1/14●					
	Electrical						
E1	Service Entrance Detail	5/26/14●					
E2	Service Entrance Detail, Symbol List & Light Fixture Schedule	5/26/14●					
E3	Ground & First Floor Lighting Plan	5/26/14●					
E4	Ground First Floor Power Plan	5/26/14●					
E5	Specifications	5/26/14●					
	Specifications (76 Pages)	6/3/14●					
	Addendum #1-8 Pages including the following:	7/3/14*					
S3.0	Addendum #1-Alt #2 – TJI or open web floor joist	7/2/14*					
S4.0	Addendum #1-Alt #1 – Shallow scissor truss option	7/2/14*					

- Drawings received by Caladesi Construction Company on 6/30/14
- * Drawings received by Caladesi Construction Company on 7/2/14

CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's Signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Belleair Bait House

8/1/2014

Caladesi Construction Company

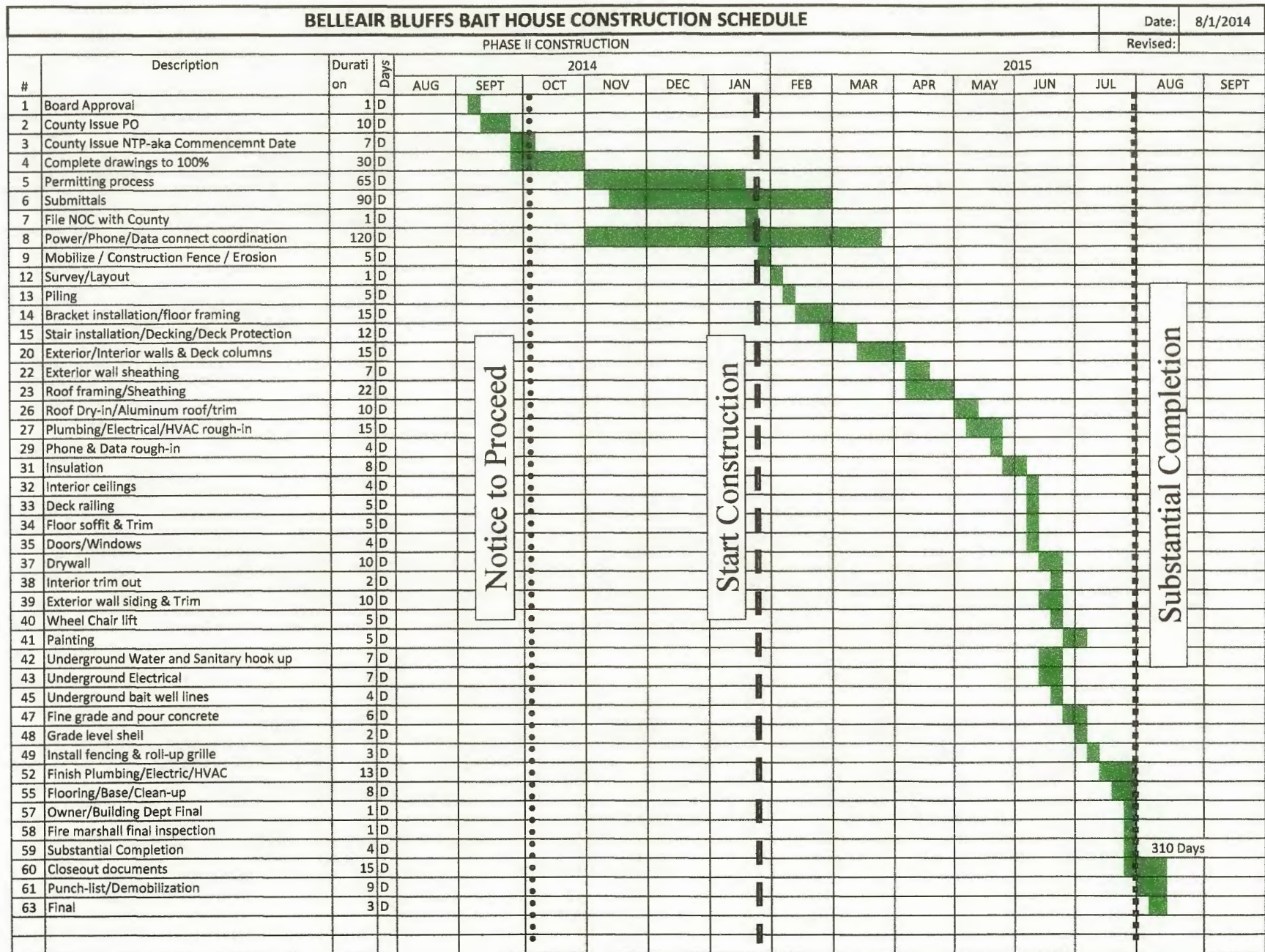
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PERSENTLY STORED (NOT IN (D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (Complete)	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	PHASE II (CONSTRUCTION)								
1	General Conditions	103,013.00							
2	01-Design Fee	35,685.00							
3	01-1000 Temp Fencing	2,479.00							
4	03-1600 Concrete Slab & 03-1601 Termite	13,387.00							
5	03-4100-Concrete Piles	29,250.00							
6	05-6000 Permanent Fencing	3,481.00							
7	05-5999 Roll Up Gate Grille	2,868.00							
8	06-1000M Floor, Wall & Rf Framing-Mat	109,284.00							
9	06-1000L Floor, Wall & Rf Framing-Labor	46,148.00							
10	06-7300 Composite Deck, Stair Treads, Top Rail	22,450.00							
11	07-5999 Alum Roofing, WS & Flashing	21,444.00							
12	07-4620 Wall Siding & Trim	14,164.00							
13	09-9200 Joint Sealants	2,925.00							
14	07-2100 Floor, Wall & Clg Insul	2,317.00							
15	09-2900 Drywall	4,212.00							
16	09-9113 Painting	5,031.00							
17	09-6516 Flooring & Base	2,399.00							
18	10-1000 Restrtn Access & Fire Ext	1,035.00							
19	14-2316 Wheel Chair lift & Alt Power	35,098.00							
20	22-1000 Plumbing	10,443.00							
21	23-1000 HVAC	16,362.00							
22	26-1000 & 27-1000 Elect/Phone/Data	68,570.00							
23	31-Site/Earthwork	25,701.00							
24	33-Underground Utilities Water/Sewer	8,532.00							
25	34-Misc Gap Items	1,723.00							
26	Allowances-Underground Electric	7,166.00							
27	Allowances-Chair lift Foundation	1,053.00							
28	Allowances-Building/Site Permit & Transportation Impact Fees	4,914.00							
29	Allowances-Doors, Hardware & Windows	9,898.00							
30	Design Builder Fee	30,552.00							
31	County Contingency	40,000.00							
32	Construction Contingency	10,000.00							
33	Builders Risk Insurance	3,565.00							
34	General Liability Insurance	1,931.00							
35	P&P Bond	9,093.00							
36	Pollution Liability Insurance	2,166.77							
37	PHASE II TOTAL	708,339.77							

Clarifications

8/1/14

General Clarifications

1. This proposal is based on the Construction Documents for the Belleair Bluffs Bait House per drawing index dated 7/3/14.
2. This proposal includes premiums for Builder's Risk insurance. Potential deductible costs are not included. If deductible costs become necessary, they will be funded through Owner's Contingency.
3. Boundary Surveys, Topographical Surveys, Title Searches, Easement Recording, Platting, Zoning, PUD or Land Use applications are not included.
4. Building Permit, Site Permit and transportation impact fees are included as an allowance; see attachment 6.
5. This proposal is based on a geotechnical report conducted by Central Florida Testing Laboratories, Inc. dated 4/4/14. This report is based on two standard test borings which are to small in nature to determine if any subsurface items existing within the building construction footprint. We therefore exclude any subsurface items beyond the geotechnical report.
6. Davis Bacon, prevailing wage, grant requirements and any provisions associated are not required nor included.
7. The Design Builder will require temporary parking and material staging areas on the existing site. Selected areas shall be agreeable to the Design Builder and Owner. Modifications to the existing site outside the construction limits are not included.
8. All heavy structural brackets that receive glulam joist/beams shall be galvanized.
9. All Simpson light weight brackets, hanger, straps, etc. shall be stainless steel with exception to a select few which will be galvanized. Structural clips fastening lintels to pressure treated columns shall be galvanized.
10. All Floor joist under the Bait Sales Area are not required to be pressure treated.
11. All wall framing, wall & roof sheathing (with exception to the open deck areas) are not required to be pressure treated.
12. All wall siding and exterior associated trims shall be pre-colored Hardi-board lap siding.
13. Bait well lines will be placed underground from the bait well location under the Bait House and ran thru the sea wall and capped off on both ends. No bait well, motor or associated parts included only electric at ground level ceiling height.
14. No irrigation system is included for sod, plantings and ground cover. Landscaping will be provided by the County and will be only xeric in nature and feature drought tolerant indigenous species that will not require supplemental watering.
15. Exterior doors shall be fiberglass with impact low-e insulating glass and internal muntin's.
16. Exterior door sidelite shall be impact low-e insulating glass. No muntins.
17. Exterior stainless steel door hardware is ADA compliant.
18. Exterior windows are single hung, impact, low-e insulating glass with internal muntin's



Attachment 5**8/01/14****List of Subcontractors and Major Suppliers****Belleair Bluffs Bait House – Subcontractor List**

	Bid Package	Subcontractor	License	Scope Value
1	General Conditions			103,013
2	01-Design Fee	Renker-Eich-Parks Arch.	AAC001447	\$ 35,685
3	01-1000 Temp Fencing	Smith Fencing	C-7053	\$ 2,479
4	03-1600 Concrete Slab and 03-1601 Termite	RPM Masonry	C-8241	\$ 13,387
5	03-4100 Concrete Piles	Speeler & Assoc.	C-6981	\$ 29,250
6	05-6000 Permanent Fencing	Smith Fencing	C-7053	\$ 3,481
7	05-5999 Roll Up Gate Grille	American Roll Up Door	C-7705	\$ 2,868
8	06-1000M Floor, Wall & Roof Framing-Mat, also including 05-1000 Galv. Bolts/Anchors & 05-1100 Galv. Brackets & Plates	F&S Frame and Trim	CGC1521383	\$ 109,284
9	06-1000L Floor, Wall & Roof Framing-Labor, , also including 05-1000 Galv. Bolts/Anchors & 05-1100 Galv. Brackets & Plates	F&S Frame and Trim	CGC1521383	\$ 46,148
10	06-7300 Composite Deck, Stair Treads, Top Tail	F&S Frame and Trim	CGC1521383	\$ 22,450
11	07-5999 Alum. Roofing, WS & Flashing	Prattco Roofing	CCC058124	\$ 21,444
12	07-4620 Wall Siding & Trim	F&S Frame and Trim	CGC1521383	\$ 14,164
13	09-9200 Joint Sealants	Above All Caulking	C-10365	\$ 2,925
14	07-2100 Floor, Wall & Clg. Insul.	Daniel Insulation	CBCA47726	\$ 2,317
15	09-2900 Drywall	Yagmin Ceiling & Drywall	CBC053072	\$ 4,212
16	09-9113 Painting	Above All Caulking	C10365	\$ 5,031
17	09-6516 Flooring & Base	Florida Carpet	Has Tax Receipt-Not Required	\$ 2,399
18	10-1000 Restroom Access & Fire Ext	Specialty Installations	Pasco City 0168	\$ 1,035
19	14-2316 Wheel Chair Lift & Alt Power	Custom Lift	ELC617	\$ 35,098
20	22-1000 Plumbing	Pinellas Plumbing	CFC1426709	\$ 10,443
21	23-1000 HVAC	Mecon	CMC018231	\$ 16,362
22	26-1000 & 27-1000 Elect/Phone/Data	FLA Electric	EC13001468	\$ 68,570
23	31 Site/Earthwork	Caladesi Construction	CCGC16311	\$ 25,701
24	33 Underground Utilities Water/Sewer	Caladesi Construction	CCGC16311	\$ 8,532
25	34 Misc Gap Items			\$ 1,723
26	Allowance -- Underground Electric	FLA Electric	EC13001468	\$ 7,166
27	Allowance -- Chair Lift Foundation	RPM Masonry	C-8241	\$ 1,053
28	Allowance -- Building/Site Permit & Transportation Impact Fee	Various Permitting Facilities	N/A	\$ 4,914
29	Allowance -- Door, Hardware & Windows	IES/Mat-Quinn Lab	Labor-BC058837	\$ 9,898

Attachment 6

Allowances

8/01/14

The following are identified as Allowance raw cost carried in the current Lump Sum.and profit:

1. Underground Electrical Service / Phone / Data connections to existing is based on an allowance starting 5' outside the north side of the building to the existing power transformer on the south side of the building \$6,125.00.
2. Wheel Chair lift foundation \$ 900.00.
3. Building/Site Permit & \$4,200.00.
Transportation Impact Fees
4. Fiberglass Doors, Door Hardware \$8,460.00
And Aluminum Windows