



BOARD OF COUNTY COMMISSIONERS

DATE: March 10, 2015

AGENDA ITEM NO. 7

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Award of Bid: Fort DeSoto Water Circulation Infrastructure
Bid No: 145-0013-CP(Df)

Department:

Engineering and Technical Support / Purchasing

Staff Member Responsible:

Kevin Becotte / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID FOR FORT DESOTO WATER CIRCULATION INFRASTRUCTURE TO ALL AMERICAN CONCRETE, INC. (ALL AMERICAN CONCRETE), LARGO, FLORIDA AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER.

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

Summary Explanation/Background:

Staff has reviewed the bids and recommends award to All American Concrete in the amount of \$1,217,584.64.

The purpose of this project is to increase the circulation flow of surrounding water bodies at Fort DeSoto Park, which will improve water quality conditions. The work consists of construction of a bridge to connect two existing water bodies now separated by an access roadway. Maintenance of traffic will be accomplished by a temporary detour route.

The engineering estimate for this project was \$917,697.77. The Parks and Conservation Resources Department and South West Florida Water Management District (SWFWMD) concur with the award recommendation. All work is expected to be fully completed within three hundred sixty five (365) consecutive calendar days.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure: \$1,217,584.64

Funding for this project is provided by the Infrastructure Sales Tax (Penny for Pinellas): Culture and Recreation, Countywide Parks Projects Program, a \$500,000.00 grant from SWFWMD and a \$90,000 grant from the United States Fish and Wildlife Service.

Exhibits/Attachments:

Contract Review
Agreement
Bid Tabulation
Project Financial Overview



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

45613

PROJECT: Fort DeSoto Water Circulation Infrastructure (PID No. 000055A)

BID NUMBER: 145-0013-CP(Df)

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: \$917,697.77

| REVIEW SEQUENCE | REVIEW AUTHORITY | REVIEW DATE | REVIEW SIGNATURE | COMMENTS (Add'l. Separate pages if necessary) | COMMENTS INCORPORATED |
|--------------------|---|-------------------------------|---------------------|--|--------------------------|
| 1. | <u>Purchasing Dept.</u> C. Mancuso, Int. Director D. Fechter, PAC | 9/15 | cm | | |
| 2. | <u>Requesting Dept. (DEI)</u> Ivan Fernandez, Director Debbie Terry, PM Merry Celeste, Contracts Lyle Fowler, PCR Debbie Chayet, BGR omb | 9/17/14 9/25/14 9/19/14 | DT LF dfe | Construction timeline exceeds number of days provided for in grant doc. (455 days vs 365) | |

Using Dept please provide below information:

- A. ☒ Yes, funding for this project is using grant funding. ☐ No, funding for this project 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.
- B. 9/30/14 Initial and Date Funding is available for this project.
Provide title of funding source 2014 Fund
- C. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email)

| | | | | | |
|----|--|----------|-----|--|---|
| 3. | <u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right) | 10/10/14 | GW | See changes p 35-36, Section C attached | <input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK |
| 4. | <u>BCC Finance</u> Attn: Cassandra Williams | 10/2/14 | CBW | | |
| 5. | <u>Legal</u> Attn: Miles Belknap | 10/11/14 | VB | Agreement attached Verify grant terms are incorporated into | |
| 6. | <u>Executive Director</u> Attn: David Scott | 10/13/14 | DS | | |
| 7. | <u>Asst. County Administrator</u> Attn: J. Lauro | 10/15/14 | GL | | |

RETURN ALL DOCUMENTS TO PURCHASING

| | | |
|---|------------|-------------------|
| Make all inquiries to: | D. Fechter | at Extension 3154 |
| In order to meet the following schedule, please return your requirements to Purchasing by: 9/9/14 | | |

| | |
|------------------------|----------------------------|
| TENTATIVE DATES | Advertise: 9/26/14 |
| Bid Opening: 10/28/14 | Contract Approval: 12/2/14 |

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)

ALL AMERICAN CONCRETE, INC

(Corporation, Partnership or Individual Proprietor)

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

8770 SOMERSET DRIVE
LARGO, FLORIDA 33773

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum
of

ONE MILLION TWO HUNDRED SEVENTEEN
THOUSAND FIVE HUNDRED EIGHTY FOUR AND 64/100
DOLLARS \$ 1,217,584.64

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: Fort Desoto Water Circulation Infrastructure (PID # 000055A), Bid No:145-0013-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 **three hundred sixty five (365)** 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 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 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.
- C. 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 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, 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

Chairman

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to Form

By: _____
Office of the County Attorney

By: _____
Name of Firm
ALL AMERICAN CONCRETE, INC.

JEFFERY NASSE
Print Name

PRESIDENT
Title

ATTEST:

ANTHONY NASSE
Print Name

SECRETARY
Title

WITNESSES:

Print Name
KEVIN ROSE

Business Address
870 SOMERSET DR LARGO FL 33771

Print Name
SHERY O'DELL

Business Address
870 SOMERSET DR LARGO FL 33771

Contractor's Registration or Certification No
I-CGC059199
issued by the State of Florida
CORPORATE SEAL

| | | |
|--|-------------------------------|-----------------|
| PINELLAS COUNTY GOVERNMENT, FLORIDA | | |
| Cost Proposal Tabulation | | |
| Bid No.: 145-0013-CP(DF) | | |
| Bid Title : Fort DeSoto Water Circulation Infrastructure | | |
| Date & Time Due: January 20, 2015 at 3:00 P.M. | | |
| | | |
| Item No. | Vendor | Amount |
| 1 | All American Concrete, Inc. | \$ 1,217,584.64 |
| 2 | Cone & Graham, Inc. | \$ 1,320,427.86 |
| 3 | David Nelson Construction Co. | \$ 2,058,155.40 |
| 4 | Westra Construction Corp. | \$ 2,165,994.01 |

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☒ 2. Date: 1/28/2015
3. Contract Review ☒

| | | |
|--|--------------------------------|------------------------|
| 4. Title: Ft Desoto Water Circulation Infrastructure (PID 000055A) | | |
| 5. Anticipated Scope and Description: Project includes grant match for design & construction of water circulation bridge. | | |
| 6. YEAR OF CONSTRUCTION START: FY15 | | |
| | | |
| 7. PROJECT BUDGET: | FY 15 Appropriation | Multi-Year Plan |
| Professional Services (Architectural/Engineering/Consulting) | \$ 80,000 | \$ 336,860 |
| Land/Right of Way/Building Acquisitions | 0 | 0 |
| Construction: | 890,000 | 990,000 |
| Testing | 0 | |
| Inter-local | 0 | |
| TOTAL PROJECT BUDGET | \$ (1) 970,000 | \$ (2) 1,326,860 |
| | | |
| 8. FINANCIAL RESOURCES: | | |
| Penny for Pinellas Sales Tax: | | \$ 736,860 |
| Local Option Gas Tax: | | |
| Transportation Impact Fees: | | |
| Grant(s): \$500,000 SWFWMD; \$90,000 Federal USFWS | | 590,000 |
| Reimbursements: | | |
| Enterprise Revenue (Water, Sewer, Solid Waste, Airport): | | |
| Other: | | |
| TOTAL FINANCIAL RESOURCES | | \$ (2) 1,326,860 |
| | | |
| 9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾ | | |
| Fiscal Year: | FY 17 | |
| New Positions: | NONE | |
| Number: | N.A. | |
| Type: | N.A. | |
| | | |
| Total Est. Fiscal Impact (Personal Services, Operating Expenses) | | \$ 0 |

(1) Amount represents FY 15 appropriation.

(2) Amount represents current Multi - Year Plan's project estimate and anticipated resources.

(3) Does not apply to current phase.