

BOARD OF COUNTY COMMISSIONERS

DATE: June 23, 2015
AGENDA ITEM NO. 7

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Bid: Terminal Apron Hardstand Expansion – Phase 2
Bid No.: 145-0193-CP(PF)

Department:

Airport / Purchasing

Staff Member Responsible:

Tom Jewsbury, Director / Joe Lauro, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID TO GLF CONSTRUCTION CORPORATION (GLF), MIAMI, FLORIDA, FOR TERMINAL APRON HARDSTAND EXPANSION – PHASE 2 AT THE ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (AIRPORT) ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

THE AWARD OF BID IS CONTINGENT UPON GRANT MONIES IN COMPANION AGENDA ITEM BEING RECEIVED.

IT IS FURTHER RECOMMENDED 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 improve operational safety of air carrier aircraft, and preserve airport infrastructure by reconstructing the terminal apron pavement. The existing pavement is a combination of bituminous asphalt and Portland Cement Concrete (PCC) that currently exhibits various types of distresses, such as slippage, block, cracking. The new PCC pavement will provide the Airport with long-life, low maintenance pavement.

Staff has reviewed the bids and recommends award to GLF in the amount of \$5,788,488.00.

All work is expected to be fully completed within two hundred twenty-five (225) consecutive calendar days.

This award of bid is contingent upon the grant agreement from the Federal Aviation Authority in the amount of \$5,745,002, which is a companion item on this agenda. The companion grant application includes funding for design, construction and construction phase services for the hardstand expansion, where this award of bid is for construction only. Due to construction timelines based on Thanksgiving and Christmas holidays, staff is requesting approval of the award of bid prior to actual receipt of the grant funds.

Fiscal Impact/Cost/Revenue Summary:

Funding for this project is derived from:

Federal Aviation Administration Grant – 86.4%	\$5,002,099.00
Airport Reserves – 10.5%	\$ 606,389.00
State Department of Transportation Grant – 3.1%	\$ 180,000.00
Total Project Cost	\$5,788,488.00

Exhibits/Attachments:

Contract Review

Agreement

Bid Tabulation

Map of Location

Project Fund Overview



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

46788

PROJECT: Terminal Apron Hardstand Expansion - Phase 2

BID NUMBER: 145-0193-CP(PF)

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 26-28

PRODUCT ONLY ☐

Estimated Expenditure: \$5,771,000

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Exemptions if page 2 is necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Asst. Director	9/9	[Signature]		
2.	Albert Dent, Noah Lagan, Director Scott Yarley, PE	3/6/15	[Signature]		

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. (provided during bidding)

B. 10/1/15 Initial and Date Funding is available for this project.
Provide title of funding source: FAA Airport Improvement Program NO 3-12-0015-041-2015

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.	Risk Management Director Attn: Virginia E. Holcher (Check appropriate box at right)	3/16/15	VER	Pls see changes p 36-38	HIGH RISK NOT HIGH RISK
4.	RCC Finance Attn: Cassandra Williams	3/24/15	CAW		
5.	Legal Attn: Mike Bellnap	3/27/15	MB	Agreements included, with AATP when signed by Contractor	
6.	Asst. County Administrator Attn: David Scott	3/29/15	[Signature]		
7.	County Administrator's Office	-	N/A		

RETURN ALL DOCUMENTS TO PURCHASING

Main all inquiries to: **Paul Fontaine** at Extension 4-3147
In order to meet the following schedule, please return your requirements to Purchasing by:

TENTATIVE DATES	
Advertisement:	Opening:

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

GLF Construction Corporation

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

80 South West 8th St, #2201

Miami, FL 33130

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum of
Five million seven hundred eighty eight thousand four hundred eighty eight
DOLLARS \$ 5,788,488.00

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: Terminal Apron Hardstand Expansion – Phase 2 (PID # 000029A), Bid No: 145-0193-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 twenty five (225)** 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 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, 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

Name of Firm

Chairman

By: _____

Date

Print Name

ATTEST:
Ken Burke,
Clerk of the Circuit Court

Title

ATTEST:

By: _____
Deputy Clerk

Print Name

Title

WITNESSES:

Approved as to Form

Print Name

By: _____
Office of the County Attorney

Business Address

Print Name

Business Address

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

PINELLAS COUNTY GOVERNMENT, FLORIDA**Tabulation****Bid No.:** 145-0193-CP (PF)**Bid Title :** TERMINAL APRON HARDSTAND EXPANSION - PHASE 2**Project #** 000029A**Date & Time Due:** May 7, 2015 @3:00 PM

Item No.	Description	GLF Cconstruction Corp.	Pepper Contracting Services, Inc.	David Nelson Constructing Co.
	Total Bid (Base Bids + Additive Alternates 1-3)	\$ 5,788,488.00	\$ 6,260,506.63	\$ 6,493,265.00

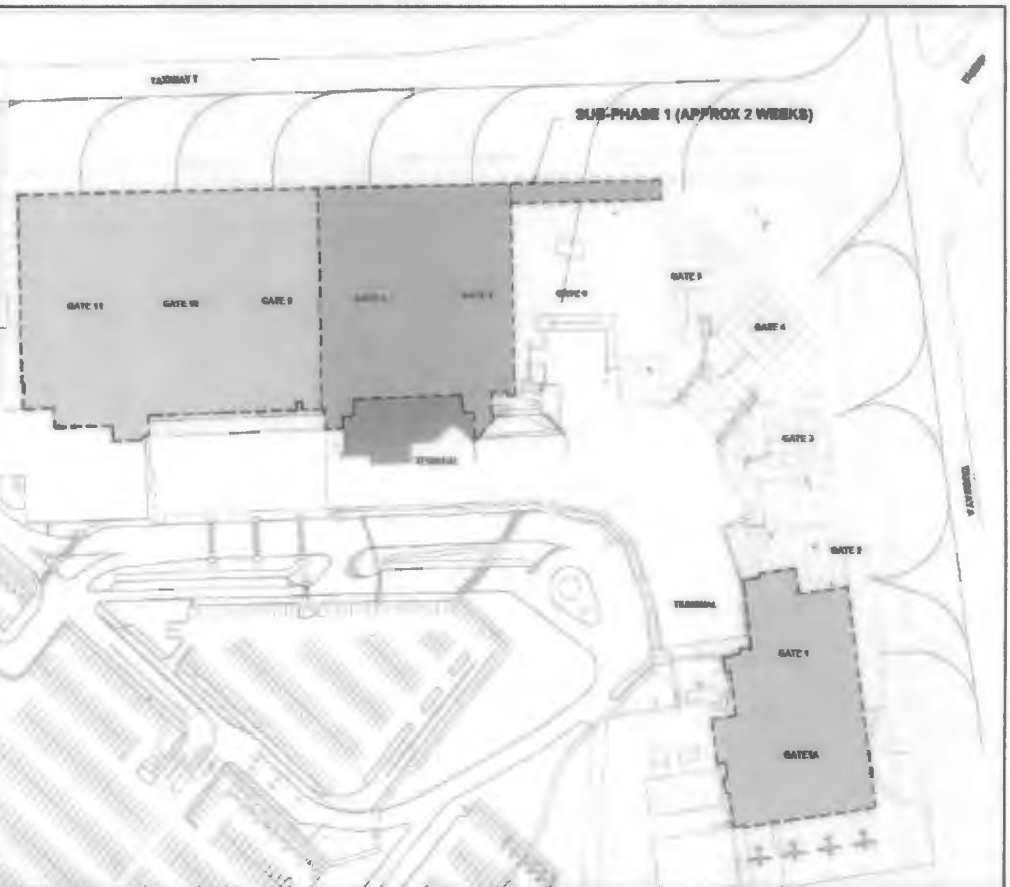


St. Pete-Clearwater International Airport Apron Hardstand – Phase 2



LEGEND

- APRON PHASE I
- APRON PHASE II
- APRON PHASE III
- TERMINAL RENOVATION PROJECT
- AIRCRAFT TRAFFIC FLOW
- CONSTRUCTION & TUG-ROAD TRAFFIC



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

(Check one)

1. Design Phase:

2. Board Date: June 23, 2015

3. Construction Phase

X

4. Title: Terminal Apron Hardstand Expansion Phase 2 (Project 000029A)

5. Anticipated Scope and Description: Construction of the expansion of the terminal apron hardstands. These improvements will strengthen the concrete pads where aircraft park at the terminal building.

6. YEAR OF CONSTRUCTION START: FY 2015

		Current Approved Budget for FY 15 \$		600,000
		1	2	
7. PROJECT BUDGET:		Estimated Project Expenditures in FY 15	Total Estimated Project Expenditures	
Professional Services (Design)		-	-	
Construction:		320,000	5,557,888	
Construction Administration		-	\$ -	
Construction Management		-	\$ -	
Other: Owner contingency and AIP ineligible items		0	230,600	
TOTALS		\$ -	(1) \$ 320,000	(2) \$ 5,788,488
8. FINANCIAL RESOURCES:				
Federal Aviation Administration Grants:			5,002,099	
State of Florida DOT Grants:			180,000	
Passenger Facility Charges: (future collections)			606,389	
Airport Reserves:			0	
Reimbursements:			0	
Other Revenue Sources:			0	
TOTAL FINANCIAL RESOURCES (numbers rounded)			(2) \$ 5,788,488	
9. Project's First Full Year Estimated Operating Budget Fiscal Impact:				
Fiscal Year:		FY 17		
New Positions:		NONE		
Number:		N.A.		
Type:		N.A.		
Total Est. Fiscal Impact (Personal Services, Operating Expenses)			\$ -	

(1) Amount represents total estimated project expenditures in FY15 (mobilization).

(2) Amount represents the current total expected costs and resources for construction only.

Prepared By Airport, May 2015

Revised Form 3/4/09