



BOARD OF COUNTY COMMISSIONERS

DATE: September 24, 2015

AGENDA ITEM NO. 13

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Award of Bid: Roadway Improvements - Park Street/Starkey Road from 84th Lane North to 82nd Avenue North
Bid No.: 145-0310-CP(DF)

Department:

Engineering and Technical Support / Purchasing

Staff Member Responsible:

Kevin Becotte, Director / Joe Lauro, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID TO DAVID NELSON CONSTRUCTION COMPANY (DAVID NELSON), PALM HARBOR, FLORIDA, FOR ROADWAY IMPROVEMENTS – PARK STREET/STARKEY ROAD FROM 84TH LANE NORTH TO 82ND AVENUE NORTH ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

IT IS FUTHER RECOMMENDED THAT AFTER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, THE CHAIRMAN SIGN AND CLERK ATTEST.

Summary Explanation/Background:

Staff has reviewed the bids and recommends award to David Nelson in the amount of \$13,063,835.40.

The scope of this project is to construct intersection improvements on Park Street/Starkey Road from 84th Lane North to 82nd Avenue North. Improvements include road widening from four (4) lane divided to six (6) lane divided including base, sub-base and grading. Work will address turning lanes, drainage, sidewalks, Americans with Disabilities Act ramps, signing, pavement markings, and signalization including mast arms, water, reclaimed water and storm sewer.

This project has an associated joint participation agreement (JPA) with Peoples Gas System (Board approved - June 6, 2007, item #13) for utility installation. The bid included a pay item option for gas line relocation work; however, Peoples Gas System declined the David Nelson option offer and will utilize its own contractor (at a lower cost) to perform this task. Peoples Gas System will pay for this utility work performed in coordination with the roadway improvements.

All work is expected to be fully completed within seven hundred thirty (730) consecutive calendar days.



Fiscal Impact/Cost/Revenue Summary:

Total Expenditure: \$13, 063,835.40

Funding for this project is derived from the following:

- Infrastructure Sales Tax (Penny for Pinellas): Transportation, Local Streets and Collector Projects Program Allocation (53%)
- Florida Department of Transportation: County Incentive Grant Program and Transportation Regional Incentive Program (32%)
- Utilities Department: Water and Sewer Enterprise Funds (15%)

Exhibits/Attachments:

Contract Review

Agreement

Bid Tabulation

Project Financial Overview

Location Map



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS
NO.:**

PROJECT: Roadway Improvements – Park St/Starkey Rd from 84th Ln N to 82nd Ave N			
PID No. 001039A			
BID NUMBER: 145-0310-CP(DF)			
TYPE: <input checked="" type="checkbox"/> Purchase Contract <input type="checkbox"/> Other: <input type="checkbox"/> Construction-Less than \$100,000 <input type="checkbox"/> 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: 36 - 38 **PRODUCT ONLY** ☐
Estimated Expenditure: \$9,855,058.12

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Asst. Director D. Fechter, PAC	4/10/15	<i>[Signature]</i>		
2.	<u>Requesting Dept.</u> Kevin Becotte, Director Mblenda Mblenda, PM Merry Celeste, Contracts	4/13/15	<i>[Signature]</i>	4/13/15	

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 to Purchasing & incl in Appendix 4.*

B. *July 2015* Initial and Date Funding is available for this project.
Provide title of funding source *Penny, FDOT grant, Utilities Enterprise, plus Tecoption*

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>BCC Finance</u> Attn: Cassandra Williams	4/14/15	<i>[Signature]</i>	<i>Will County hold retainage?</i>	NO
4.	<u>Risk Management Director</u> Attn: Virginia E. Holcher (Check applicable box at right)	4/21/15	<i>[Signature]</i>	<i>See changes p 37-38</i> <i>See Appendix 4 (com) - noted, see p. 36, 4</i>	HIGH RISK <i>DF</i>
5.	<u>Legal</u> Attn: Miles Belknap	4/23/15	<i>[Signature]</i>	<i>Agreements attached for contract execution</i> <i>See appendix 4 (com)</i>	OK <i>DF</i>
6.	<u>Asst. County Administrator</u> Paul Sacco	4/28/15	<i>[Signature]</i>	<i>See suggested edits</i>	

RETURN ALL DOCUMENTS TO PURCHASING

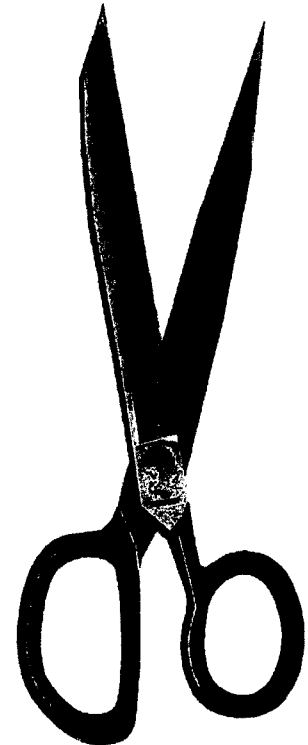
Make all inquiries to:	D.Fechter	at Extension 3154
In order to meet the following schedule, please return your requirements to Purchasing by: 4-24-15		

TENTATIVE DATES

Advertisement: May 22, 2015	Opening: July 7, 2015
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Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

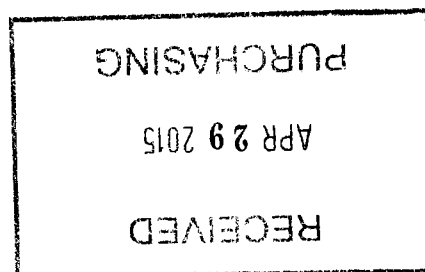
SEALED BID • DO NOT OPEN	
SEALED BID NO.:	145-0310-CP(DF)
BID TITLE:	Roadway Improvements – Park St/ Starkey Rd from 84 th Ln N to 82 nd Ave N
DUE DATE/TIME:	@ 3:00 P.M.
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.



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

David Nelson Construction Co.

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

3483 Alternate 19

Palm Harbor, FL 34683

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the
sum of

Thirteen million sixty three thousand eight hundred thirty five and 40/100

DOLLARS (\$ 13,063,835.40)

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: Roadway Improvements – park St/Starkey Rd from 84th Ln N to 82nd Ave N (PID # 001039A), Bid No: 145-0310-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 **seven hundred thirty (730)** 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 documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

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: 
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

PINELLAS COUNTY GOVERNMENT, FLORIDA**Cost Proposal Tabulation****Bid No.: 145-0310-CP(DF)****Bid Title : Roadway Improvements - Park St/Starkey Rd
from 84th Ln N to 82nd Ave N****Date & Time Due: July 9, 2015 at 3:00 P.M.**

Item No. & Option	Vendor	Amount
1	David Nelson Construction Co.	\$ 13,063,835.40
JPA w/ Peoples Gas System Option	David Nelson Construction Co.	\$ 190,557.00
2	Hubbard Construction Company	\$ 14,269,114.45
JPA w/ Peoples Gas System Option	Hubbard Construction Company	\$ 108,740.00
3	Westra Construction Corp.	\$ 14,868,933.35
JPA w/ Peoples Gas System Option	Westra Construction Corp.	\$ 157,580.00
4	Pepper Contracting Services, Inc.	\$ 16,854,374.11
JPA w/ Peoples Gas System Option	Pepper Contracting Services, Inc.	\$ 170,396.00

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☒ 2. Date: September 24, 2015
3. Contract Award: ☒

4. Title: Park Street / Starkey Road from 84th Lane N to 82nd Avenue N. (PID 001039A and 001039B)

5. Anticipated Scope and Description: Park Street / Starkey Road from 84th Lane N to 82nd Avenue N construction of road widening, sidewalks, mast arms, water and sewer relocation.

6. YEAR OF CONSTRUCTION START: FY 15

7. PROJECT BUDGET:	FY 15 Estimated	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 115,000	\$ 1,098,460
Land/Right of Way/Building Acquisitions		0
Construction:		14,804,700
Testing		0
Inter-local		0
TOTAL PROJECT BUDGET	\$ (1) 115,000	\$ (2) 15,903,160

8. FINANCIAL RESOURCES:

Penny for Pinellas Sales Tax:	\$ 10,042,460
Local Option Gas Tax:	
Transportation Impact Fees:	
Grant(S):TRIP \$1,850,000; CIGP \$2,270,700 ⁽³⁾	4,120,700
Reimbursements:	
Enterprise Revenue (Water, Sewer):	1,740,000
Other:	
TOTAL FINANCIAL RESOURCES	\$ (2) 15,903,160

9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽⁴⁾

Fiscal Year:	FY 18
New Positions:	NONE
Number:	N.A.
Type:	N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ 0

(1) Amount represents current FY 15 estimate.

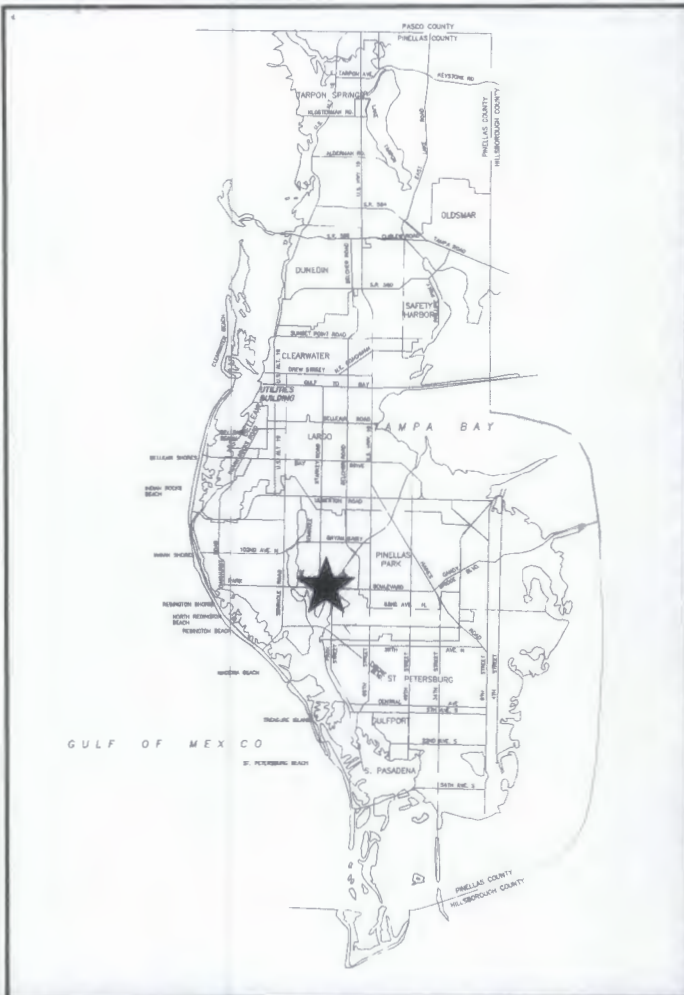
(2) Amount represents expenditures from prior years, current Multi - Year Plan's project estimate and anticipated resources.

(3) TRIP approved; CIGP applied for.

(4) Does not apply to current phase.

Prepared By The Office of Management and Budget, July 14, 2015.

Revised Form 11-03



PROJECT LIMITS:
82ND AVE. TO
84TH LANE

PARK BLVD (C.R. 694)

STARKEY RD.

82ND AVE. N.

PARK STREET

84TH LANE N.

PARK STREET/STARKEY ROAD INTERSECTION LOCATION MAP

