



## Staff Report

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**File #:** 15-420, **Version:** 1

**Agenda Date:** 2/9/2016

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**Subject:**

Award of bid to Pepper Contracting Services, Inc. for Fiscal Years (FY) 2016 - 2018 countywide Americans with Disabilities Act sidewalk, drainage, and roadway improvements.

**Recommended Action:**

Award the bid to Pepper Contracting Services, Inc. for annual countywide Americans with Disabilities Act (ADA) sidewalk, drainage, and roadway improvements.

Bid No. 156-0039-CP(DF); in the amount of \$6,945,112.50 on the basis of being the lowest responsive, responsible bid received meeting specifications; all work is expected to be completed within three (3) years. Authorize the Chairman to sign and Clerk of Court to attest.

**Strategic Plan:**

Ensure Public Health, Safety, and Welfare

2.5 Enhance pedestrian and bicycle safety

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

**Summary:**

This is a work order-based contract that consists of ramps and sidewalks to meet ADA requirements, as well as drainage, roadway, and other related infrastructure improvements at various locations throughout the County. Work product includes milling, resurfacing, pavement markings and related items.

**Background Information:**

This is an annual work order contract; a work order list of potential projects has been developed but is subject to change based on preference, priority circumstance.

**Fiscal Impact:**

Estimated Expenditure: \$6,945,112.50

Funding for this contract is derived from various Capital Improvement Program budgets and/or operating budgets per individually assigned work orders on a multiple year/multiple work order basis.

**Staff Member Responsible:**

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Kevin Becotte, Director, Engineering and Technical Support  
Joe Lauro, Director, Purchasing

**Partners:**

N/A

**Attachments:**

Agreement

Bid Tabulation

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

**PEPPER CONTRACTING SERVICES, INC.**

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

**6920 Asphalt Avenue**

**Tampa, FL 33614**

herein after designated the CONTRACTOR,

**WITNESSETH:**

That for and in consideration of the  
sum of

Six Million Nine Hundred Forty Five One Hundred Twelve and 50/100

DOLLARS (\$6,945,112.50)

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: FY 2016- FY 2018 Countywide A.D.A., Sidewalk, Drainage, and Roadway Improvements (PID #002394A), Bid No: 156-0039-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 one thousand ninety five (1,095) 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 Contract Documents 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

PEPPER CONTRACTING SERVICES, INC.

Name of Firm

\_\_\_\_\_  
Chairman

By: 

Terry B. Cradick

Print Name

President

Title

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

ATTEST:



Print Name Sandra M. Lasseter

Corp. Secretary

Title

By: \_\_\_\_\_

Deputy Clerk

WITNESSES:



Print Name Suzi Baxter

6920 Asphalt Avenue, Tampa, FL 33614

Business Address



Print Name Retta Chambers

6920 Asphalt Avenue, Tampa, FL 33614

Business Address

CGC1510959

Contractor's Registration or Certification No.

issued by the State of Florida

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

APPROVED AS TO FORM

By: 

Office of the County Attorney

<b>PINELLAS COUNTY GOVERNMENT, FLORIDA</b>						
<b>Cost Proposal Tabulation</b>						
<b>Bid No.: 156-0039-CP(DF)</b>						
<b>Bid Title : FY 2016 - FY 2018 Countywide ADA, Sidewalk, Drainage, and Roadway Improvements</b>						
<b>Date &amp; Time Due: December 3, 2015 at 3:00 PM</b>						
<b>Item No.</b>	<b>Vendor</b>	<b>Amount</b>				
1	Pepper Contracting Services, Inc.	\$ 6,945,112.50				
2	Suncoast Development of Pinellas Co., Inc.	\$ 8,957,559.00				
3	QRC, Inc.	\$ 10,540,742.00				
4	MTM Contractors, Inc.	\$ 10,975,575.00				
5	Ajax Paving Industries of Florida, Inc.	\$ 11,747,308.00				
6	David Nelson Construction Co.	\$ 18,938,177.16				

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deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

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  - 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.
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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

PEPPER CONTRACTING SERVICES, INC.  
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:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Address

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

APPROVED AS TO FORM  
By:   
Office of the County Attorney