



**BOARD OF COUNTY COMMISSIONERS**

DATE: June 2, 2009

AGENDA ITEM NO. 11b.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

**Subject:**

Award of Bid: Job Order Contracting (JOC) 2009-2010  
Bid No. 089-0152-C

**Department:**

Public Works / Real Estate Management

**Staff Member Responsible:**

Peter J. Yauch, P.E., Director / Paul S. Sacco, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS AWARD THE BID FOR JOB ORDER CONTRACTING (JOC) 2009-2010, IN THE AMOUNT OF \$3,000,000 TO G.E.C. ASSOCIATES, INC., DORAL, FLORIDA; J.O. DELOTTO & SONS, INC., TAMPA, FLORIDA; TRAN CONSTRUCTION, INC., MIAMI, FLORIDA; AND NEW VISTA BUILDERS GROUP LLC, BRANDON, FLORIDA, ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BIDS RECEIVED THAT MEET SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

IT IS ALSO RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENTS BY THE CONTRACTORS, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

**Summary Explanation/Background:**

The purpose of this project is to enter into a master contract with four contractors to complete small to mid-range building projects using work orders through the JOC system. JOC is a method of acquiring maintenance, repair and minor construction services and provides the potential to save time and cost savings. Work and services under this contract will commence upon receipt of written notice from various County departments.

The JOC program has been in effect since July 2007 and has allowed the County to utilize multiple contractors in a structured pricing program within an ongoing contract and defined term to construct projects suitable for this type of delivery.

This is a one-year contract with three, one-year options to extend.

Eighteen bids were received as follows:

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. G.E.C. Associates, Inc.           | 2. J.O. DeLotto & Sons, Inc.         |
| 3. Tran Construction, Inc.           | 4. New Vista Builders Group LLC      |
| 5. Ovation Construction Company      | 6. Southshore Enterprises, LLC       |
| 7. Bayshore Contracting Corporation  | 8. Kenyon & Partners, Inc.           |
| 9. Commercial Interiors Inc.         | 10. Bades Construction Company, Inc. |
| 11. Caladesi Construction Co.        | 12. Bollenback Builders, Inc.        |
| 13. Mastec North America, Inc.       | 14. The Terbo Group, Inc.            |
| 15. George G. Solar Company, Inc.    | 16. The Hayes Building Company       |
| 17. Integra Construction Group, LLC. | 18. Walbridge Aldinger Company       |

**Fiscal Impact/Cost/Revenue Summary:**

Authorized services will be funded from the Capital Improvement Program Project Budget and/or Operating Budget per assigned tasks.

**Exhibits/Attachments Attached:**

Contract Review Transmittal  
Agreement  
Bid Tabulation

CONTRACT REVIEW TRANSMITTAL SLIP  
CONSTRUCTION CONTRACTS

CATS # 38215

PROJECT NAME: 2009-2010 Public Works Job Order Contracting (JOC) Building Contract *Job order Contracting (JOC) cem*

C.I.P. PROJECT NO.: N/A BID NO.: 089-0152-C

PURPOSE OF PROJECT: Building type renovations, repairs, and minor new construction.

ESTIMATED CONSTRUCTION TIME: 1 year with 2 options of renewal

ESTIMATED CONSTRUCTION COSTS: 12,000,000 / year *Since July 2007<sup>th</sup> 6,5m.2 has been used*

SUGGESTED CONTRACTOR TYPE: non pre-qualified *Suggest making this at least 5-6m.2 Per year cem*

EXPOSURE RATING INDEX ATTACHED X

Please complete the Contract Review Transmittal Slip below and forward to the next Review Authority on the list. Please indicate suggested changes by revising, IN RED, the appropriate section of the contract documents to reflect the exact wording of the desired change. Please highlight (paper clips, flags, etc.) those pages requiring revision.

SPECIAL NOTE: \_\_\_\_\_

RISK MANAGEMENT: \_\_\_\_\_

<u>Review Sequence</u>	<u>Review Authority</u>	<u>Review Date</u>	<u>Reviewer Initials</u>	<u>Comments</u>	<u>Comments Incorporated</u>
<u>#1</u>	Public Works: Director of Finance/Contracts	<u>9/11/08</u>	<u>YB</u>		
<u>#2</u>	Real Estate Management: Building Design & Construction	<u>9/1/08</u>	<u>TJB</u>	<u>SEE ELEC. MARKUPS</u>	<u>SOB 9/11/08</u>
<u>#3</u>	Airport Bureau Director	<u>10/6/08</u>	<u>MG</u>	<u>Add Comts</u>	<u>SOB 11/13/08</u>
<u>#4</u>	Purchasing	<u>11/14/08</u>	<u>CCM</u>	<u>see throughout</u>	<u>SOB 11/18/08</u>
<u>#5</u>	Risk Management	<u>11/17/08</u>	<u>BRW</u>		
<u>#6</u>	Finance	<u>11/20/08</u>	<u>CBW</u>		
<u>#7</u>	Assistant County Administrator	<u>11/25/08</u>	<u>PJY</u>		
<u>#8</u>	Legal	<u>1/14/09</u>	<u>Jmm</u>		

Reviewed and Approved Subject to Proper Execution PAGE 91

BOARD RECORDS: RETURN TO BARBARA KUHL, 4<sup>TH</sup> FLOOR, PUBLIC WORKS



**DIVISION X - AGREEMENT**

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)

\_\_\_\_\_  
(Corporation, Partnership or Individual Proprietor)

authorized to do business in the State of Florida, with principal place of business located at:  
\_\_\_\_\_

hereinafter designated the CONTRACTOR,

**WITNESSETH:**

The Contractor shall perform all work and services described in the Contract Documents. The Contract is an indefinite-quantity Contract with Minimum Contract Term Value of Twenty Thousand Dollars (\$20,000). The Maximum Contract Term Value that may be ordered in any one term is:

\_\_\_\_\_

The Maximum Contract Total Value is:

\_\_\_\_\_

The Contract Term is twelve (12) months or when Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first. The County shall have the option to extend this Contract for three additional Contract Terms. The duration for each subsequent Contract Term is twelve (12) months or when additional Job Orders equal to the Maximum Contract Term Value have been issued, whichever occurs first.

The COUNTY shall pay the CONTRACTOR the Job Order Amount for each Job Order issued and for and in consideration of such sums, 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 contract contemplated under BID NO. 089-0152-C Job Order Contracting (JOC) 2009-2010 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 and services under this contract by the date listed on the written Notice to Proceed from the County to proceed hereunder and for each Job Order issued to fully complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Amount. Time of performance and completion of the work of this contract is of the essence. All Job Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may

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continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.

- 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 contract, 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 contract, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this contract.
- 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 Architect/Engineer, for the conducting of such inspections and tests as he may require.
- H. Unless otherwise provided in the special provisions, 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 contract shall in any case release either the Contractor or his surety of any liability under the contract and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. To the maximum extent permitted 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 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 Article 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 expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or and indemnified party for the matter indemnified hereunder is fully and finally barred by the application statute of limitations. The Contractor shall guarantee the payment of all claims for materials, supplies, tools, labor or other just claims against him or any subcontractor in connection with this Contract: and his bonds will not be released by final acceptance and payment by the county unless all such claims are paid or released.

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- K. By signing this contract, the contractor certifies under penalty of law that he understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. To accept all projects and to perform any Task appearing in the Construction Task Catalog®. The Contractor does not have the right to refuse a project or a Task.

**2. THE COUNTY AGREES**

- A. To pay to the Contractor the Job Order Amount for each Detailed Scope of Work completed.  
The following Adjustment Factors will be used to calculate the Job Order Amount:

Normal Working Hours Construction in Non-Secure Areas 7:00 am to 7:00 pm Monday to Friday:

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Other Than Normal Working Hours Construction in Non-Secure Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

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Normal Working Hours Construction working in Secured Areas 7:00 am to 7:00 pm Monday to Friday:

	.				
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Other Than Normal Working Hours Construction working in Secured Areas 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays:

	.				
--	---	--	--	--	--

Non-Prepriced Work Task Adjustment Factor:

	.				
--	---	--	--	--	--

For each Job Order eligible for partial payments, if progress satisfactory to the County is being made by the Contractor, the Contractor will receive such partial payments 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 Contract, or amendments thereto, or any changes in the Contract Documents pertaining to this contract.

**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 Project Manager or his/her designee approves.
- B. That the Project Manager shall represent the County insofar as prosecution of the work, and interpretation of the Detailed Scope of Work, plans and specifications are concerned, and that no payments shall be made by the County under this contract except upon the certificate of the Project Manager.
- C. This Contract 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.

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- E. Each of the parties hereto agrees and represents that this Contract 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 Contract.
- F. Should any provision of this Contract be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
- G. The Detailed Scope of Work, and not the Proposal, shall govern the Contractor's obligations. The Job Order Amount shall be deemed a lump sum price to complete the Detailed Scope of Work.

**4. CONTRACT DOCUMENTS:**

The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this contract:

Addenda, if any

VOLUME I Including:

DIVISION A INSTRUCTIONS TO BIDDERS

DIVISION B GENERAL CONDITIONS INTENT OF THE CONTRACT DOCUMENTS

DIVISION C CONSTRUCTION SAFETY PLAN & SECURITY REQUIREMENTS

DIVISION D FAA GENERAL PROVISIONS

DIVISION W PROPOSAL AND BID SUBMITTAL SHEETS

DIVISION W FLORIDA TRENCH SAFETY ACT

DIVISION X AGREEMENT

DIVISION Y BONDS

SPECIAL NOTICE 1

SPECIAL NOTICE 2

DIVISION Z AFFIDAVIT OF RELEASE AND GUARANTEE

APPENDIX 1 PERMITS

JOC SUPPLEMENTAL CONDITIONS

Request for Proposals, Detailed Scopes of Work, and Job Orders

Drawings or Plans

VOLUME II CONSTRUCTION TASK CATALOG®

VOLUME III JOB ORDER CONTRACT TECHNICAL SPECIFICATIONS

- 5. This contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.**

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**Job Order Contracting (JOC) 2009-2010**

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

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

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Ken Burke  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Reviewed and Approved Subject To Proper Execution:

By: Joseph A. Murray  
Office of County Attorney

Approved as to Form

By: \_\_\_\_\_  
Office of County Attorney

\_\_\_\_\_  
Name of Firm

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

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

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

Title: \_\_\_\_\_

WITNESSES: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Contractor's Registration or Certification No.

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

**PINELLAS COUNTY ENGINEERING DEPARTMENT TABULATION OF BIDS**  
**Job Order Contracting (JOC) 2009-2010, 089-0152-C**

BID OPENING DATE: 3/19/09	(1st Low Bid)	(2nd Low Bid)	(3rd Low Bid)	(4th Low Bid)	(5th Low Bid)
	G.E.C. Associates, Inc.	J.O. DeLotto & Sons, Inc.	Tran Construction, Inc.	New Vista Builders Group LLC	Ovation Construction Company
ITEM DESCRIPTION	Adjustment Factor	Adjustment Factor	Adjustment Factor	Adjustment Factor	Adjustment Factor
Normal Working Hours Construction in Non-Secure Areas	1.0475	1.1222	1.1297	1.1749	1.1700
Other Than Normal Working Hours Construction in Non-Secure Areas	1.0675	1.1511	1.1797	1.1749	1.1990
Normal Working Hours Construction Working in Secured Areas	1.1570	1.1222	1.1797	1.2336	1.2200
Other Than Normal Working Hours Construction Working in Secured Areas	1.1670	1.1511	1.1797	1.2336	1.2700
Non-Prepriced Work Tasks	1.0985	1.1222	1.1797	1.0500	1.0600
Combined Adjustment Factor	(a) 1.0776	1.1279	(a) 1.1498	1.1742	1.1769

*Peter J. [Signature]*  
5-7-09

BID OPENING DATE: 3/19/09	(6th Low Bid)	(7th Low Bid)	(8th Low Bid)	(9th Low Bid)	(10th Low Bid)
	Southshore Enterprises, LLC	Bayshore Contracting Corporation	Kenyon & Partners, Inc.	Commercial Interiors Inc.	Bandes Construction Company, Inc.
ITEM DESCRIPTION	Adjustment Factor	Adjustment Factor	Adjustment Factor	Adjustment Factor	Adjustment Factor
Normal Working Hours Construction in Non-Secure Areas	1.1750	1.2000	1.2250	1.2350	1.2000
Other Than Normal Working Hours Construction in Non-Secure Areas	1.1950	1.2300	1.2575	1.2425	1.2200
Normal Working Hours Construction Working in Secured Areas	1.2050	1.2000	1.2500	1.2380	1.3500
Other Than Normal Working Hours Construction Working in Secured Areas	1.2050	1.2300	1.2161	1.2550	1.4300
Non-Prepriced Work Tasks	1.1400	1.2000	1.2000	1.2010	1.2000
Combined Adjustment Factor	1.1795	1.2060	(a) 1.2274	1.2347	1.2400

(a) corrected total

**PINELLAS COUNTY ENGINEERING DEPARTMENT TABULATION OF BIDS**  
**Job Order Contracting (JOC) 2009-2010, 089-0152-C**

BID OPENING DATE: 3/19/09	(11th Low Bid)	(12th Low Bid)	(13th Low Bid)	(14th Low Bid)	(15th Low Bid)
	Caladesi Construction Co.	Bollenback Builders, Inc.	Mastec North America, Inc.	The Terbo Group, Inc.	George G. Solar Company, Inc.
ITEM DESCRIPTION	Adjustment Factor	Adjustment Factor	Adjustment Factor	Adjustment Factor	Adjustment Factor
Normal Working Hours Construction In Non-Secure Areas	1.2500	1.2441	1.2700	1.2153	1.2850
Other Than Normal Working Hours Construction In Non-Secure Areas	1.2500	1.3266	1.2850	1.2399	1.2900
Normal Working Hours Construction Working In Secured Areas	1.2500	1.2741	1.2500	1.4693	1.2950
Other Than Normal Working Hours Construction Working In Secured Areas	1.2500	1.3141	1.2850	1.4935	1.3050
Non-Prepriced Work Tasks	1.2500	1.2541	1.2000	1.2153	1.1800
<b>Combined Adjustment Factor</b>	<b>1.2500</b>	(a) <b>1.2634</b>	<b>1.2640</b>	(a) <b>1.2710</b>	<b>1.2780</b>

BID OPENING DATE: 3/19/09	(16th Low Bid)	(17th Low Bid)	(18th Low Bid)		
	The Hayes Building Company	Integra Construction Group, LLC.	Walbridge Aldinger Company		
ITEM DESCRIPTION	Adjustment Factor	Adjustment Factor	Adjustment Factor		
Normal Working Hours Construction In Non-Secure Areas	1.2900	1.2791	1.2888		
Other Than Normal Working Hours Construction In Non-Secure Areas	1.3300	1.3841	1.6754		
Normal Working Hours Construction Working In Secured Areas	1.3100	1.3691	1.4435		
Other Than Normal Working Hours Construction Working In Secured Areas	1.3500	1.4741	1.9074		
Non-Prepriced Work Tasks	1.2500	1.2791	1.2888		
<b>Combined Adjustment Factor</b>	<b>1.2980</b>	<b>1.3181</b>	<b>1.4048</b>		

(a) corrected total