

BOARD OF COUNTY COMMISSIONERS

DATE: June 26, 2012
AGENDA ITEM NO. 17

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature: 

Subject:

Award of Bid: Curlew Creek Channel A Improvements
Project No.: 000133A
Bid No.: 112-0303-CP (DF)

Department:

Department of Environment & Infrastructure / Purchasing

Staff Member Responsible:

Jorge Quintas / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS AWARD THE BID FOR CURLEW CREEK CHANNEL A IMPROVEMENTS TO ALL AMERICAN CONCRETE, INC. (ALL AMERICAN), LARGO, FLORIDA, ON THE BASIS OF BEING THE LOWEST, RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

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

Summary Explanation/Background:

The primary reason for this project is to provide creek stabilization, through drainage ditch improvements for the purpose of addressing erosion concerns. The quality of surface water at Bee Branch Creek will also be improved as a result of this project. The stabilization of Curlew Creek Channel A will consist of approximately 3,800 linear feet of creek channel and includes, but is not limited to, slope re-grading, stabilization of side-slopes, channel bottom and creek bed, removal of creek culvert systems at three roadway crossings and replacement of box culverts.

Staff has reviewed the bids and recommends award to All American in the amount of \$7,463,541.00. The engineering estimate for this project was \$8,667,259.00. All work is expected to be fully completed within four hundred eighty (480) consecutive calendar days.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure: \$7,463,541.00

Funding for this project is provided by the Infrastructure Sales Tax (Penny for Pinellas): Drainage and Stormwater Management, Stormwater Conveyance System Improvement Program Allocation, at fifty percent (50%), and grant funding provided by the Southwest Florida Water Management District, at fifty percent (50%).

Exhibits/Attachments:

- Contract Review
- Agreement
- Bid Tabulation
- Project Financial Overview



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

39435

PROJECT: Curlew Creek Channel A Improvements (PID No. 000133A)

BID NUMBER: 112-0303-CP (DF)

REQ. NUMBER:

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: 34 - 36 **PRODUCT ONLY**

Engineers Estimated Expenditure: \$8,667,259.00

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, Ass't. Director	3/30	<i>[Signature]</i>		DDF
2.	<u>Dept. of Environment & Infrastructure</u> Jorge Quintas, Director Nancy McKibben, PM Merry Celeste, Contracts	4/2/12	<i>[Signature]</i>		DDF

Using Dept please provide below information:

Yes, funding for this requisition is using grant Funding. No, funding for this requisition 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.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	4/4/12	<i>[Signature]</i>	Pls see attachment P 34-36	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	4/9/12	<i>[Signature]</i>		DDF
5.	<u>Asst. County Administrator</u> Attn: M. Woodard	4/12/12	<i>[Signature]</i>		DDF
6.	<u>Legal</u> Attn: Michelle Wallace	4/16/12	<i>[Signature]</i>	Agreements Attached	DDF

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: David Fechter, Procurement Analyst at Extension 3154
In order to meet the following schedule, please return your requirements to Purchasing by: **April 13, 2012**

Revised 08/2010

TENTATIVE DATES
Bid Mail Out: April 20, 2012
Bid Opening: May 22, 2012
Purchasing Director Approval: June 1, 2012

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:

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum of _____

DOLLARS \$

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: Curlew Creek Channel A Improvements (PID #000133A)**, **Bid No: 112-0303-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 **four hundred eighty (480)** 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 Engineer, 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. 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 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.

2. THE COUNTY AGREES:

- A. 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, Drawings 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 the same, 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	AGREEMENTS
SECTION D	SPECIFICATIONS & CONSTRUCTION PLANS

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:

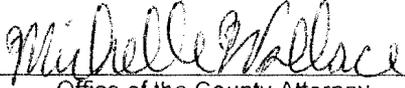
By: _____
Deputy Clerk

Print Name

Title

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.: 112-0303-CP (DF)		
Bid Title : Curlew Creek Channel A Im		
Date & Time Due: May 22, 2012 at 3:00 PM		
	Vendor	Amount
	All American Concrete, Inc.	\$ 7,463,541.00
	Kamminga & Roodvoets, Inc.	\$ 8,023,337.65

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

1. Construction Phase: 2. Date: June 26, 2012
 3. Contract Award:

4. Title: Curlew Creek Channel A Improvements - Republic Drive to Belcher Road (PID # 000133; Old PID # 1124)		
5. Anticipated Scope and Description: Channel improvements within Doral Village consisting of box culvert and gabion erosion protection, along with bank stabilization. The category of "Other" is for planting required by permits.		
6. YEAR OF CONSTRUCTION START: FY 12		
7. PROJECT BUDGET:		
	FY 12 Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 158,800	\$ 1,002,110
Land/Right of Way/Building Acquisitions		205,440
Construction:	2,280,000	8,789,700
Testing	10,000	25,000
Other: Inter-local Agreement Payments, Misc. Materials, etc.		172,220
TOTAL	\$ (1) 2,448,800	\$ (2) 10,194,970
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		\$ 6,332,470
Local Option Gas Tax:		
Transportation Impact Fees:		
Grant(s): SWFWMD		3,862,500
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
TOTAL FINANCIAL RESOURCES		\$ (2) 10,194,970
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:		FY 15
New Positions:		NONE
Number:		N.A.
Type:		N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ 0

(1) Amount represents current FY 12 appropriation.

(2) Amount represents expenditures from prior years, current Multi - Year Plan's project estimate and anticipated resources. (FY05 through FY20)

(3) Resource does not apply to current phase.