



BOARD OF COUNTY COMMISSIONERS

DATE: August 5, 2014
AGENDA ITEM NO. 8b.

Consent Agenda

Regular Agenda

Public Hearing

[Signature]
County Administrator's Signature:

Subject:

Award of Bid: Wall Springs Tower Replacement – Wall Springs Park
Bid No: 134-0110-CP(DF)

Department:

Department of Environment and Infrastructure /
Purchasing

Staff Member Responsible:

Ivan Fernandez / Candy Mancuso

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID FOR WALL SPRINGS TOWER REPLACEMENT – WALL SPRINGS PARK TO DAVID NELSON CONSTRUCTION CO. (DAVID NELSON), PALM HARBOR, FLORIDA ON THE BASIS OF BEING THE LOWEST, REponsive, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. THE BID IS ON FILE IN THE PURCHASING DEPARTMENT.

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 for the reconstruction and replacement of a four (4) story observation tower and connecting boardwalk, along with related access work, located in Wall Springs Park. The original observation tower was destroyed by fire in September 2013.

David Nelson was the sole bidder for this project and is the firm that constructed the original observation tower at Wall Springs Park. The original bid submittal from David Nelson was in the amount of \$1,288,395.50; as only one bid was received, staff entered into negotiations with David Nelson in an attempt to lower the construction cost and to ascertain why the bid submittal was \$712,090.00 over the engineers estimate of \$576,303.00.

On March 12, 2014, representatives from the Purchasing Department, Risk Management Department, Department of Environment and Infrastructure, Parks and Conservation Resources Department, David Nelson and the County's insurance carrier met to discuss the attributes of David Nelson's bid submittal. The specifications for this project were different from the original constructed tower which included foundation shafts twenty (20) feet deep and restoration work. David Nelson concluded that tower loads have not changed since the original tower was built; the same foundation design would suffice (eight foot shafts) and restoration work was not necessary. This revision to the specifications reduced the overall project cost by \$418,000.00. The County insurance carrier agreed to consider the revised submittal and ultimately agreed to reimbursement of the revised amount, with exception of the County deductible and fireproof treatment (\$106,900.00), which are not reimbursable items.

Staff recommends award to David Nelson in the amount of \$870,394.50. The engineering estimate was \$576,303.00. The difference between the engineering estimate and final cost is primarily due to the cost associated with constructing a new tower in a fully functioning and environmentally sensitive park facility. All work is expected to be fully completed in one hundred eighty (180) consecutive calendar days.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure: \$870,394.50

Funding for this project is provided by a reimbursement from the County's insurance carrier and the Infrastructure Sales Tax (Penny for Pinellas) Parks, Recreation and Culture Program; Countywide Parks Projects. The insurance carrier will reimburse all construction costs to the County except for the following:

- \$100,000.00 – Policy Deductible
- \$ 6,900.00 – Fireproof Treatment (necessary to prevent a future fire)

Exhibits/Attachments

Contract Review
Agreement
Bid Tabulation
Project Financial Overview

SECTION H - AGREEMENT

SECTION H - 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:

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: **Wall Springs Replacement Tower – Wall Springs Park (PID # 000336D), Bid No: 134-0110-CP(DF)**, 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 hundred eighty (180) 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.

SECTION H - AGREEMENT

- 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.

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.

SECTION H - AGREEMENT

- 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.

SECTION H - AGREEMENT

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

By: _____

Chairman

Print Name

Date

Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court

ATTEST:

Print Name

By: _____

Deputy Clerk

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.: 134-0110-CP(DF)
Project No.: 000336D
Bid Title : Wall Springs Tower Replacement - Wall Springs Park
Date & Time Due: February 18, 2014 at 3:00 PM

Item No.	Vendor	Amount
1	David Nelson Construction Co.	\$ 1,288,395.50

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Phase: Construction 2. Date: 8/5/2014
3

4. Title: Wall Springs Tower Replacement (PID # 000336D)		
5. Anticipated Scope and Description: Replace tower at Wall Springs		
6. YEAR OF CONSTRUCTION START: NA		
7. PROJECT BUDGET:		
	FY 14 Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)		
Land/Right of Way/Building Acquisitions		
Construction:	0	1,200,000
Testing		
Inter-local		
TOTAL PROJECT BUDGET	\$ (1) 0	\$ (2) 1,200,000
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		
Local Option Gas Tax:		
Transportation Impact Fees:		
Grants(s): State Joint Participation Agreement ⁽⁴⁾		\$
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other: Insurance Claim		1,200,000
TOTAL FINANCIAL RESOURCES		\$ (2) 1,200,000
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:		FY
New Positions:		NONE
Number:		N.A.
Type:		N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ 0

(1) Amount represents FY 14 appropriation.

(2) Amount represents current Multi - Year Plan's project estimate and anticipated resources.

Prepared By The Office of Management and Budget, July 9, 2014.

Revised Form 11/03