



Pinellas County

Staff Report

File #: 21-1142A, **Version:** 1

Agenda Date: 8/24/2021

Subject:

Award of bid to Eau Gallie Electric Inc for the purpose of relocating the airfield electrical vault.

Recommended Action:

Approval of the award of bid to Eau Gallie Electric Inc (Eau Gallie). for the purpose of relocating the airfield electrical vault at the St. Pete-Clearwater International Airport.

- This project involves the construction of a new airfield electrical vault and the demolition of the existing airfield electrical vault that was installed in the 1950's.
- Two bids were received with Eau Gallie recommended for award as the lowest responsive and responsible bidder in the amount of \$3,332,560.00.
- All work will be completed within 224 consecutive calendar days from Notice to Proceed.
- The Small Business Enterprise commitment for this project by Eau Gallie is 17%.

Contract No. 21-0584-CP-MJ Relocate Airfield Electrical Vault PID No. 001064A; in the amount of \$3,332,560.03. Authorize the Chairman to sign and the Clerk of the Circuit Court to attest.

Strategic Plan:

Class Services to the Public and Our Customers

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

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

Summary:

The project involves the construction of a new airfield electrical vault and the demolition of the existing airfield electrical vault.

Work consists of demolition, erosion control, grading, asphalt pavement, concrete foundations, concrete slab, installation of an insulated standing seam metal roofing system, HVAC system procurement and installation, procurement and installation of packaged air conditioners, lighting, procurement and installation of 300 KW diesel generator with a 2000 gallon double-wall steel aboveground diesel fuel tank, procurement and installation of a new 60 KW generator, procurement and installation of underground electrical conduit and high-voltage airfield circuits, procurement and installation of low-voltage system consisting of conductors, transformers and cables, procurement and installation of distribution panel boards, electrical cabinets and enclosures, transfer switches, UPS, surge protection, procurement and installation of constant current regulators and an airfield lighting control and monitoring system and lightning protection.

Background Information:

The existing airfield electrical vault was installed in the 1950's. This building is now undersized for the

Airport's operational needs, and is located immediately adjacent to the Terminal Building, thereby restricting any future expansion plans of the Terminal. This project will relocate the vault to a better location on the airfield and allow for the future expansion of the Terminal Building.

Fiscal Impact:

Amount not to exceed: \$3,332,560.03

Funding for this project is derived from Passenger Facility Charges (PFC's) which are fees collected per enplaned passenger. The Federal Aviation Administration has approved this project under the Airport's PFC application process.

Staff Member Responsible:

Tom Jewsbury, Director, St. Pete-Clearwater International Airport

Merry Celeste, Division Director, Purchasing & Risk Management, Administrative Services

Joe Lauro, Director, Administrative Services

Partners:

N/A

Attachments:

Agreement

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Eau Gallie Electric Inc

(Corporation, Partnership or Individual Proprietor)

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

2012 Aurora Rd.

Melbourne, FL 32935

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed **Three million three hundred thirty two thousand, five hundred sixty dollars and three cents \$3,332,560.03** 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: Relocate Airfield Electrical Vault (Re-Bid) (PID #:001064A) , Bid No: 21-0584-CP-MJ**, 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 **Two hundred and twenty four (224)** 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.
- M. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
 - N. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

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 Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. 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.

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:

Appendix 8- MANDATORY TITLE VI PROVISIONS

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

PLANS

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. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

6. 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


Chairman

August 24, 2021
Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: 
Deputy Clerk



Eau Gallie Electric Inc.
Name of Firm

By: 
Signature

Christopher Hughes
Print Name

President
Title

EC13003441
Contractor's Registration or Certification
No. issued by the State of Florida

APPROVED AS TO FORM
Approved as to Form

By: Jacina Parson
Office of the C
Office of the County Attorney