

Meeting Date
December 15, 2015



AGENDA	
Section	Consent
Item No.	<i>II.C.7</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PERMISSION FOR CHAIRMAN TO EXECUTE CONTRACT FOR AWARDED BID B-4-16-13 TO DANUS UTILITIES, INC., FOR LIFT STATIONS B-08 AND B-11 REPLACEMENT (DISTRICT 3) (Fiscal Impact \$830,950.00)
DEPT/OFFICE:	CENTRAL SERVICES/PURCHASING SERVICES ON BEHALF OF UTILITY SERVICES

Requested Action:

It is requested that the Board of County Commissioners grant approval for the Chairman to execute the construction contract with the awarded vendor, Danus Utilities, for Bid # B-4-16-13 Lift Stations B-08 and B-11 Replacement, at a total price of \$830,950 and authorize any associated budgetary changes.

Summary Explanation & Background:

This action initiates construction of a CIP project located in the South Beaches Regional Water Reclamation Facility Service Area to replace two of the existing, but deteriorated, sewer lift stations. This project has already been approved by the Board of County Commissioners in the Fiscal Year 2016 budget.

On September 17, 2015 an Invitation to Bid was publicly advertised for the B-08 and B-11 Lift Station Replacement project. Bids were received and opened on October 15, 2015

Danus Utilities	\$830,950.00
TLC Diversified	\$839,523.00
Prime Construction	\$855,940.00
Utility Technicians	\$872,909.00
WP Underground	\$897,229.00
Hinterland Group	\$913,000.00

In a memo to the County Manager dated November 4, 2015, the Clerk of Court expressed that he does not consider approval of the annual budget and capital plan as a formal approval of CIP projects and has requested the contracts be formally approved by the County Commissioners at a Board meeting and supported by a Board Memorandum.

Funds are available after budget adjustments in Fund 4157, CC 365305, GL 5650001

Contact: Teresa Camarata, Central Services Director, 321-617-7390, Teresa.camarata@brevardcounty.us
Jim Helmer, Interim Utility Services Director, 321-633-2091, Jim.helmer@brevardcounty.us

Clerk to the Board Instructions: Return 4 Executed Contracts to Utility Services MS#82 – Retain 1 Copy for Clerk to Board

Exhibits Attached: 5 Original Contracts and location maps of B-08 and B-11 Lift Stations

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	<i>[Signature]</i>		Department Director / Extension		<i>Teresa Camarata</i>	
Stockton Whitten	Assistant County Manager	<i>[Signature]</i>		Teresa Camarata, Central Services Director / x55492		<i>[Signature]</i>	
				Jim Helmer, Interim Utility Services Director / x52091			

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: Danus Utilities, Inc.	
2. Fund/Account #: 4157/365305	3. Division Name: Utility Services Department
4. Contract Description: Lift Station B-08 and B-11 Replacement, Bid No. B-4-16-13	
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept/Office Director: James Helmer, Interim Director	8. Class Code: ZCON
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>[Signature]</u>	<u>11/16/15</u>
Risk Management	<u>/</u>	<u> </u>	<u>[Signature]</u>	<u>11/17/2015</u>
County Attorney	<u>X</u>	<u> </u>	<u>see attached</u>	<u>7/14/2015</u>
User Agency	<u> </u>	<u> </u>	<u> </u>	<u> </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Department Director

RE: Item II.C.7., Permission for Chairman to Execute Contract of Awarded Bid B-4-16-13 to Danus Utilities, Inc. for Lift Stations B-08 and B-11 Replacement

The Board of County Commissioners, in regular session on December 15, 2015, granted approval for the Chairman to execute the construction Contract with the awarded vendor, Danus Utilities, Inc., for Bid B-4-16-13 Lift Stations B-08 and B-11 Replacement, at a total price of \$830,950; and authorized any associated budgetary changes. Enclosed are four fully-executed Contracts for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (4)

cc: Utility Services Director
Contracts Administration
Finance
Budget

SECTION 00500

CONTRACT

THIS CONTRACT, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and DANUS UTILITIES, INC, a CORPORATION doing (Describe form of Ownership) business at 4133 SADDLE CLUB DR, NEW SMYRNA BEACH, FL 32168 (hereinafter called the "Contractor"). (Address)

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

Lift Station B-08 and B-11 Replacement

as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Eight Hundred Thirty Thousand Nine Hundred Fifty Dollars and Zero Cents (\$830,950.00).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

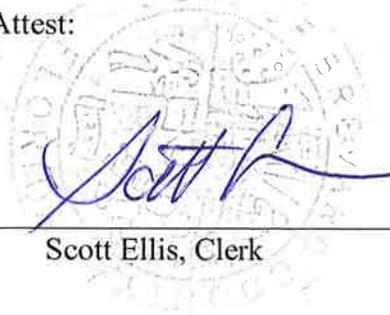
- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:*

Attest:


Scott Ellis
Scott Ellis, Clerk

Board of County Commissioners of
Brevard County, Florida (Owner)

By: Jim Barfield
Jim Barfield, Chairman

Date: DECEMBER 15, 2015

Seal

As approved by the Board on:
DECEMBER 15, 2015

Danus Utilities, Inc
Contractor

Date: 11-2-2015

By: DAN J PAROUS
(Printed Name)

Signature: [Signature]

Title: President

Reviewed for legal form and content:

[Signature]
(Assistant) County Attorney

(Seal)

(*) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Volusia

I HEREBY CERTIFY that a meeting of the Board of Directors of Danus Utilities, Inc., a Corporation under the laws of the State of FLORIDA, held on NOVEMBER 2, 2015, the following resolution was duly passed and adopted:

“RESOLVED, that DAN J PARDUS, as — President of the Corporation, be and he is hereby authorized to execute the Contract dated _____, 20____, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 2 day of NOVEMBER, 2015.

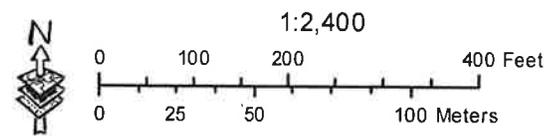
Alice Pardus
Secretary

END OF SECTION

Lift Station B-08 Location Map - Melbourne Beach, FL



- Lift Station (County)
- Address
- Parcel
- Section
- County Boundary

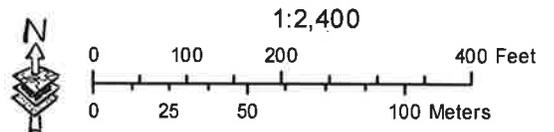


Lift Station B-11 Location Map - Melbourne Beach, FL



Disclaimer
 The Brevard County Infrastructure depicted here has not been verified. All locates must be field verified. In addition, any errors in the Property Appraiser Maps may be reflected in the locations of these facilities. For information concerning the above infrastructure please contact the Brevard County Utility Services Department.

- Lift Station (County)
- Address
- Parcel
- Section
- County Boundary



Callard Owen

From: Soss, Matthew
Sent: Tuesday, July 14, 2015 9:06 AM
To: Callard, Owen
Subject: RE: Lift Station B-08 and B-11 Replacement-Contract for Review

Owen, the above-referenced contract is approved for legal form and content.

From: Callard, Owen
Sent: Wednesday, July 01, 2015 10:40 AM
To: Knox, Scott L
Cc: Soss, Matthew; Byrum, Diane; Helmer, Jim E; Mclester, Jonathan L; Kean, Don; Helpling, Craig L
Subject: Lift Station B-08 and B-11 Replacement-Contract for Review

Mr. Knox,

I placed 54 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Callard'. These files make up the Division 0 and Division 1 sections of our latest CIP construction project, "LIFT STATION B-08 AND B-11 REPLACEMENT". They have been modeled after the most recent set of approved contract sections.

All of these files have been prepared with Microsoft Word, except for one. Section 00420 includes a standard AIA document that is the same for each project, so that section was prepared as a pdf file. As required by the Purchasing Services Office, we will again produce pdf files of all of these, after your review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Owen Callard
Construction Coordinator
Brevard County Utility Services Department
2725 Judge Fran Jamieson Way, A-213
Melbourne, FL 32940-6602
Tel: 321.633.2089 x56727
Cell: 321.243.8939
Fax: 321.633.2095
owen.callard@brevardcounty.us



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