



Board of County Commissioners

Meeting: 05/14/19 09:00 AM
Department: Purchasing & Contracts
Prepared By: Bobbie Hamilton

AGENDA ITEM

Initiator: James Wunderle
DOC ID: 15661
Legal Request Number: 2018-709
Bid/Contract Number: 19-R00007/BK

TITLE

Pre-Qualification of Vendors for Construction Services for Projects Under \$200,000.00 (RFQ No. 19-R00007/BK)

BRIEF OVERVIEW

On January 16, 2019, the Purchasing and Contracts Department issued a Request for Qualifications (RFQ No. 19-R00007/BK) for Construction Services Under \$200K. The term of the Qualification period is for two (2) years and may be unilaterally renewed for two (2) additional twelve (12) month periods. As stated in the RFQ, the County reserves the right to qualify multiple Vendor/Contractors.

The Purchasing and Contracts Department placed the legal advertisement and RFQ on the County's electronic website on January 16, 2019. Vendors/Contractors/Bidders were notified through BidNet Direct.

A total of four hundred fifty (450) Vendors/Contractors/Bidders were notified and sixty-four (64) Vendors/Contractors/Bidders downloaded the RFQ. Ten (10) replies were received on the opening date of February 21, 2019, from the following firms (in alphabetical order):

1. Advanced Roofing, Inc. - Tampa, FL
2. Cross Environmental Services, Inc. - Crystal Springs, FL
3. DEEB Construction & Development Co. - New Port Richey, FL
4. Design & Construction Innovations, LLC - Land O'Lakes, FL
5. Goodwin Bros. Construction, Inc. - Brooksville, FL
6. Grosz Construction Co., Inc. - Tampa, FL
7. Johnson Controls, Inc. - Tampa, FL
8. RMS Orlando, Inc. - Orlando, FL
9. Seggie Custom Builders, LLC - Spring Hill, FL
10. Specialized Property Services - Tampa, FL

A Professional Services Review Committee (PSRC) comprising of Chris Hanning, P.E., Public Works; Dawn Davis, Facilities Maintenance; Brad Smith, Utilities; Scott Harper, Landfill; and Sam Burdin, met on April 16, 2019, to review the qualifications of the Vendor/Contractor's written Proposals.

The PSRC review resulted in the following qualified Vendor/Contractors listed in the recommended Categories:

CATEGORY A: PUBLIC WORKS
Goodwin Bros. Construction, Inc.

CATEGORY B: WATERWAYS
Seggie Custom Builders, LLC

Grosz Construction Co., Inc.
Specialized Property Services

CATEGORY C: UTILITIES

Advanced Roofing, Inc.
Goodwin Bros. Construction, Inc.
Cross Environmental Services, Inc.
DEEB Construction & Development Co.
Goodwin Bros. Construction, Inc.
Seggie Custom Builders, LLC
RMS Orlando, Inc.

CATEGORY D: FACILITIES

Cross Environmental Services, Inc.
Design & Construction Innovations, LLC
Goodwin Bros. Construction, Inc.
Grosz Construction Co., Inc.
Seggie Custom Builders, LLC
Specialized Property Services

The PSRC did not request Oral Presentations.

As per the attached Consensus Score Sheet, the PSRC recommends that Board approve the Pre-Qualification of the nine (9) Vendor/Contractors.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Contracts will be used on an as-needed basis by Departments Countywide each project will not exceed \$200,000.00 and any projects over \$35,000.00 will be brought to the Board for approval.

LEGAL NOTE

The Board has the authority to take the recommended action pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances, as well as Florida Statutes Chapter 125 and Chapter 287.055.

RECOMMENDATION

It is recommended that the Board approve the PSRC's selection of the following nine (9) qualified Vendor/Contractors:

1. Advanced Roofing, Inc.
2. Cross Environmental Services, Inc.
3. DEEB Construction & Development Co.
4. Design & Construction Innovations, LLC
5. Goodwin Bros. Construction, Inc.
6. Grosz Construction Co., Inc.

- 7. RMS Orlando, Inc.
- 8. Seggie Custom Builders, LLC
- 9. Specialized Property Services

The Board’s approval will authorize the County to request Quotes from the Pre-Qualified Vendor/Contractors for projects estimated under \$200K. Any Quotes received over the ABR will be brought back to the Board for approval.

REVIEW PROCESS

James Wunderle	Completed	04/24/2019 8:25 AM
Dawn Davis	Completed	04/24/2019 8:30 AM
Craig Becker	Completed	04/24/2019 2:44 PM
Scott Herring	Completed	04/24/2019 2:58 PM
Michelle Bishop	Completed	05/03/2019 3:46 PM
George Zoettlein	Completed	05/03/2019 3:55 PM
Sue Bishop	Completed	05/07/2019 11:21 AM
Maureen Sikora	Completed	04/24/2019 3:34 PM
Jenine Wimer	Completed	05/08/2019 10:19 AM
Jeffrey Rogers	Completed	05/09/2019 11:51 AM
Tina Duenninger	Completed	05/09/2019 2:16 PM
Board of County Commissioners	Completed	05/14/2019 9:00 AM

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Dukes, Commissioner
SECONDER: John Allocco, Second Vice Chairman
AYES: Holcomb, Mitten, Allocco, Champion, Dukes



DEPARTMENT OF PURCHASING AND CONTRACTS

1653 BLAISE DR ♦ BROOKSVILLE, FLORIDA 34601

P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

June 19, 2019

(via email: PTaylor.deeb@yahoo.com)

Mr. Paul Taylor, Vice President
DEEB Construction and Development Co.
9400 River Crossing Blvd, Suite 102,
New Port Richey, FL 33655

RE: Award of Contract No.19-R00007C3/DK for Construction Projects Under \$200K
Category C: Utilities

Dear Mr. Taylor:

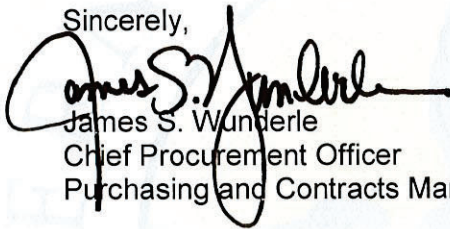
Please be advised that on May 14, 2019, the County approved the award of the above referenced Contract to your firm under Category C: Utilities. The Contract as approved is effective from May 14, 2019 through May 13, 2021 with two (2) twelve (12) month renewal option.

A copy of the Work Authorization Agreement is attached and requires your signature. **Please return two (2) original copies to Purchasing as soon as possible.** To remain compliant, all insurance must be current, up to date and in the amounts as required in the RFQ.

Hernando County Purchasing is scheduling two (2) training sessions on this Contract, Monday July 1, 2019 from 3:00 PM – 5:00 PM and Tuesday July 2, from 3:00 PM – 5:00 PM. **Please attend one of the two training sessions** so you will learn how these Construction projects will be assigned.

If you have any further questions, please contact Diane Kafrissen, Hernando County Purchasing and Contracts at (352) 754-4020.

Sincerely,



James S. Wunderle
Chief Procurement Officer
Purchasing and Contracts Manager

JSW/dk

Attachment

pc via email: Scott Herring, Director of Public Works
Gordon Onderdonk, Director of Environmental Services
cc: Finance
Clerk of the Court
Contract File No.19-R00007/DK, Doc Id. No. 15661

**EXHIBIT "A"**

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
WORK AUTHORIZATION**

This Contract, entered into this 14th day of May, 2019 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and DEEB Construction and Development Co., hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER \$200K

RFQ NO. 19-R00007/BK

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

A. The Contract Documents for RFQ 19-R00007/BK consist of the following:

Solicitation-Offer-Award
(Cover Page)

Required Forms
(Section VI)

Advertisement of Request for Qualifications
(Section I)

Request for Quote

Definitions
(Section II)

Work Authorization and Required Documents After Award

Solicitation Document
(Section III)

Construction Agreement and Required Documents After Award
(Section IX)

General Conditions for Quotes
(Section IV)

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

Special Conditions for Quotes
(Section V)

All addenda issued by the County prior to the receipt of Quotes and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or

3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Quote
 2. Documentation submitted by Vendor/Contractor after to Notice of Award:
 - a. Insurance Certificate
- B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
 2. Change Order(s)
- C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).
- D. There are no Contract Documents other than those listed in this Article.
- E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

ARTICLE 2 - THE ENGINEER

- 2.01** Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Engineer of Record Name**, for the plans and specifications. **Project Manager Name, or Project Manager's Supervisor Name** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence:

- A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

- A. Vendor/Contractor agrees that the work will be substantially complete within **days to substantial completion** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **days to final completion** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **to be determined by each Construction Project** This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Quote.

ARTICLE 5 – PAYMENT PROCEDURES**5.01** Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion of fifty percent (50%) of the Project, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:
 - a. Ninety percent (90%) of work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
2. Upon Completion of fifty percent (50%) of the Project, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:
 - a. Ninety-five percent (95%) of work completed (with the balance being retainage); and
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).
3. Upon Completion of the fifty percent (50%) of the Project, the Vendor/Contractor may make application for payment of up to fifty percent (50%) of all retainage amount held by the Owner, and the Owner shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version) unless the Owner has grounds for withholding said payment.

5.03 Final Payment:

A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner

is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

- B. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, National Pollutant Discharge Elimination System (NPDES) – Florida Department of Environmental Protection (FDEP) Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

- 6.01** All monies not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

- 7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:
 - A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the RFQ Documents.
 - B. Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
 - C. Vendor/Contractor is aware of the general nature of work to be performed.
 - D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

- A. Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns:

- A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

8.04 Severability:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for each Construction Project as assigned.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR/CONTRACTOR

DEEB CONSTRUCTION AND DEVELOPMENT CO.

By: JEFF HOLCOMB

By: Paul Taylor

Title: CHAIRMAN

Title: Vice President

[CORPORATE SEAL]

[CORPORATE SEAL]

Susan Burns, Deputy Clerk

Carol A. Cannon

Attest: Douglas A. Chorvat, Jr.

Attest: Carol A. Cannon

Title: Clerk of Circuit Court & Comptroller

Title: Controller

Address for giving notices:

Address for giving notices:

1653 Blaise Drive

9400 River Crossing Blvd.

Brooksville, FL 34601

Suite #102

New Port Richey, FL 34655

Agent for service of process:

ALEX R. DEEB, Registered Agent

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)



DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DR. ♦ BROOKSVILLE, FLORIDA 34604

P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

April 11, 2022

(via email: PTaylor.deeb@yahoo.com)

Mr. Paul Taylor, Vice President
DEEB Construction and Development Co.
9400 River Crossing Blvd, Suite 102,
New Port Richey, FL 33655

**RE: Renewal of Contract No.19-R00007C3 Construction Services under 200K
Category C: Utilities**

Dear Mr. Taylor:

Please be advised that Contract 19-R00007 Construction Services under 200K, paragraph 12.16 Contract Term/Renewal Option (Unilateral) allows Hernando County to unilaterally renew the contract for additional twelve (12) month periods at the same prices, terms and conditions.

For your convenience, below is the entire paragraph:

Contract Term/Renewal Option (Unilateral):

The Contract resulting from this Request for Qualifications shall commence effective upon execution by both parties and extend for a period of twenty-four (24) months. At the sole option of the County, through the Board of County Commissioner or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional twelve (12) month periods. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an Amendment to this Contract and such Amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

Therefore, it is the desire of Hernando County to renew the above referenced Contract with your firm at the current pricing and with the same terms and conditions for its final renewal period. The effective date of the renewal term is from May 14, 2022, through May 13, 2023.

Thank you for your continued interest in serving the needs of Hernando County. If you have any questions regarding this contract, please Contact Diane Kafrissen, Hernando County Purchasing & Contracts at (352) 754-4020.

Sincerely,

For: Toni Brady,
Chief Procurement Officer

TB/dk

pc via email: Tobey Phillips, Deputy County Administrator
Gordon Onderdonk, P.E., Director of Utilities
Scott Herring, P.E., Director of Public Works
cc: Finance
Clerk of the Court
Contract File No. 19-R00007/DK (BOCC Doc. Id. No. 15661)

