

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** June 15, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Krysti L. Brotherton, CPPB
Purchasing Manager

**SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD
APPROVAL \$1 MILLION OR GREATER**

A. CONTRACTS OVER \$1,000,000 - Per Board direction, contracts valued at \$1,000,000 or more require approval by the Board of County Commissioners.

- 1. GENERAL CONTRACTOR SERVICES (RFP2021-3318)** – Continuing services contract for services for for miscellaneous General Contracting Services for Martin County facilities and Parks. Contractor(s) shall furnish all materials, permitting, labor, supervision, equipment, supplies, fees, expertise, and services on an as needed basis for minor construction projects.

It is the County's intent to award multiple contracts. Work Orders will be assigned on a project-by-project basis. Projects at this time are not defined, but will be miscellaneous in scope and of varied sizes and complexities. These minor construction projects may include building repairs, upgrades, and improvements including, but not limited to, patching and plumbing, carpentry, masonry, electrical and other miscellaneous repairs as directed. Work must be completed by the substantial completion date specified in the Work Order. Funds for this work under this contract may be derived from state and/or federal grants, therefore, the successful contractor must comply with all state and federal guidelines. Work in some County facilities will require clearance through The Florida Department of Law Enforcement (FDLE) Criminal Justice Information Services (CJIS) system. Prior to Contractor commencing services under this Agreement, Contractor shall provide proof of a criminal background screening of Contractor and all persons who will be providing contract services to County under this Contract, at the expense of the contractor, in accordance with Chapter 435, Florida Statutes, Level 2 screening, as may be amended from time to time. Contractor shall ensure that all employees and subcontractors have been cleared from the Department of Law Enforcement and/or Department of Children and Families, prior to commencing services on County property. Contractor must provide photo identification of each employee to County prior to commencing services on County property. Contractor will ensure that all person providing services are wearing a photo identification badge, issued by the County, while on County property.

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order. The Contractor must be willing to perform any and all work orders assigned within a reasonable time period and as indicated in the Work Order. The Contractor shall be required to respond to each request for proposal within 7 days, whether by proposal or response of "no bid." If the Contractor fails to respond to three (3)

or more consecutive requests, the Contract with that vendor shall be terminated. The Contractor(s) shall develop an estimate and price schedule for each assigned Work Order and shall apply for and secure any required permits. The estimate shall be based on the scope of work provided to the Contractor by the County and shall include any required permit fees. Upon the County's review and approval, the cost estimate shall become the price for each Work Order awarded.

No single work order shall exceed \$300,000 pursuant to §255.20, Florida Statute, as amended.

Ten (10) firms responded to a Request for Proposals (RFP). One firm was deemed non-responsive for failure to submit a complete proposal package.

The Selection Committee recommended the six (6) highest scoring firms for contract award (score sheet attached).

Maximum Not-to-Exceed Value: \$20,000,000.00
Maximum Not-to-Exceed Term: 5 years
(3-year term plus two 1-year renewal options)

The contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first. The contract is a standard form of Agreement approved by the County Attorney which allows for termination for cause or convenience at any time.

Fiscal Impact: Funding for individual projects is available in various division operating and/or capital budgets approved by the Board annually.

Recommended Action:

1. Move that the Board award the contract to the following six (6) highest scoring firms:
 - Wells Brothers Construction
 - Kirchman Construction Co.
 - Lindell Construction Company, Inc.
 - One Call Florida, Inc.
 - Hennis Construction
 - McTeague Construction Co., Inc.
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

2. **NUMERICAL MODELING ENGINEERING RELATED TO COASTAL AND ESTUARINE SYSTEMS (RFQ2021-3321)** – In accordance with Section 287.055, Fla. Stat., the Consultant Competitive Negotiation Act (CCNA), Martin County (County) solicited Requests for Qualifications (RFQ) for numerical modeling expertise to investigate

systems that impact water quality, shoreline performance/protection, and stormwater infrastructure function among other future applications on an as-needed basis.

Martin County is actively planning for resilience through effective adaptation to current and future conditions. These conditions are often influenced by the management of and changes in fresh, estuarine and marine systems as well as changes in precipitation patterns, sea level, current patterns, wave climate, and ground water. The County is seeking professional expertise to model these conditions to better understand the system's status and expected outcomes utilizing scientific data available from many sources.

Seven (7) firms responded to a Request for Qualifications (RFQ) and three (3) firms were shortlisted.

The Selection Committee recommended three (3) firms for contract award (score sheet attached).

Maximum Not-to-Exceed Value: \$1,750,000.00
Maximum Not-to-Exceed Term: 5 years
(3-year term plus two 1-year renewal options)

The contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first. The contract is a standard form of Agreement approved by the County Attorney which allows for termination for cause or convenience at any time.

Fiscal Impact: Funding for individual projects is available in various division operating and/or capital budgets approved by the Board annually.

Recommended Action:

1. Move that the Board award the contract to the following three (3) firms:
 - Applied Coastal Research and Engineering, Inc.
 - Coastal Protection Engineering
 - South Florida Engineering and Consulting, LLC
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.