

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	\$1,070,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$1,070,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.:

Fund _____ Department _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Traffic	\$ 950,000
Parks & Recreation	\$ 50,000
Airports	\$ 70,000
Total	\$1,070,000

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

atwillhite 8.25.08 *[Signature] 8/27/08*
 OFMB *[initials]* Contract Dev. and Control
SN 8/22/08 CM 8/21/08 *8/26/08*

B. Legal Sufficiency:

Mark R. Platt 8/28/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

CONTRACT

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____ A.D. 20__, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the County), and SOUTHWIDE INDUSTRIES, INC. of, WEST PALM BEACH, FL and (his) (its) (their) heirs, successors, executors, administrators and assigns, (hereinafter called the Contractor):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, for the:

ANNUAL PAVEMENT MARKING CONTRACT, PALM BEACH COUNTY PROJECT NO. 2009051

IN THE AMOUNTS specified in task orders which may be issued by the County under Section #23 and the other terms of the Contract Documents. The County is not required to issue any task orders hereunder. The maximum value of orders issued under this Contract shall not, in any case, exceed ONE MILLION SEVENTY THOUSAND DOLLARS (\$1,070,000) (except as may be increased according to Section 37 of the Contract Specifications).

The Contract Documents relative hereto are made a part of this agreement as completely as if set forth herein to the satisfaction of the County or its' duly authorized representative.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within seventy-two (72) hours of the task order being issued for a specific project. After commencement of the work, the task order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the task order. Should the time limit for completion of the task order exceed the expiration date of the contract, the task order work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all task orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the Contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

COUNTY ATTORNEY

Charles Rich
ENGINEERING

ATTEST

SOUTHWIDE INDUSTRIES INC.
(Corporate Name)

M. Hester

a FLORIDA corporation
(Insert state of corporation)

Office Manager

By: [Signature]
(Signature)

TITLE

JOHN BIERMANN
(Print signatory's name)

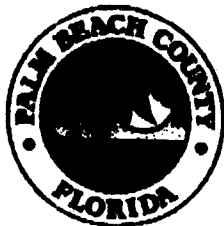
(CORPORATE SEAL)

It's PRESIDENT
(Print title)

FROM : JSBA

FAX NO. :5616166850

Jun. 11 2008 11:05AM P1



Office of
Small Business Assistance

50 South Military Trail, Suite 209

West Palm Beach, FL 33415

(561) 616-6840

FAX: (561) 616-6850

www.pbcgov.com/sba

DATE: June 11, 2008

TO: Charles W. Rich, P.E., Director
Engineering Service Division

THROUGH: Allen Gray, Manager
Office of Small Business Assistance

FROM: Tanoy Williams, Compliance Specialist II

SUBJECT: Revised Compliance Review on Project No. 2009051
Annual Pavement Marking Contract

The following is a Compliance Review of SBE participation on the above-mentioned project.

Low Bidder: Southwide Industries
 Phone: 561-688-8833
 Bid Opening: May 20, 2008
 Bid Amount: \$2,749,472.75
 Goal: 15% Overall
 Goal Achieved: 0.00%

SBE Participation:
No Palm Beach County SBE Participation

2nd Low Bidder: Whiteleaf, Inc. dba/Cene's Striping
 Phone: 239-455-8891
 Bid Amount: \$2,808,782.50
 Goal: 15% Overall
 Goal Achieved: 0.00%

SBE Participation:
No Palm Beach County SBE Participation

Palm Beach County
Board of County
Commissioners

Addie L. Greene, Chairperson

Jeff Koon, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Ruth Aaronson

José F. Santamaría

County Administrator

Robert Weisman, P.F.

"An Equal Opportunity
Affirmative Action Employer"

FROM : OSBA

FAX NO. :5616166850

Jun. 11 2008 11:05AM P2



EVALUATION

The Low Bidder, **Southwide Industries, Inc.** has not met the SBE requirement for this project. The second low bidder, **Whitelaaf, Inc. d/b/a Gene's Striping**, has not met the SBE requirement for this project.

c: Hazel Oxendine, Director - OSBA
Tammy Fields, Assistant County Attorney

PROJECT NAME: ANNUAL PAVEMENT MARKING CONTRACT
PROJECT NUMBER: 2009051
BID OPENING DATE: MAY 20, 2008
CONTRACT DAYS: EIGHTEEN (18) MONTHS

**SOUTHWIDE INDUSTRIES,
 INC.**

GENE'S STRIPING

TRANSMARK, INC.

ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AVERAGE UNIT PRICE
LOT 1 - THERMOPLASTIC PAVEMENT MARKING COMPOUND LINES; COLORS & WIDTHS AS INDICATED (FURNISH & INSTALL)	*****	*****	*****	*****	*****	*****	*****	*****	*****
1 WHITE, 6"	1,905,000	LF	\$0.48	\$914,400.00	\$0.50	\$952,500.00	\$0.45	\$857,250.00	\$0.48
2 YELLOW, 6"	1,255,000	LF	\$0.48	\$602,400.00	\$0.50	\$627,500.00	\$0.45	\$564,750.00	\$0.48
3 WHITE, 8"	100,000	LF	\$0.75	\$75,000.00	\$0.40	\$40,000.00	\$0.45	\$45,000.00	\$0.53
4 WHITE, 12"	100,000	LF	\$1.15	\$115,000.00	\$1.60	\$160,000.00	\$1.40	\$140,000.00	\$1.38
5 WHITE, 18"	20,000	LF	\$1.65	\$33,000.00	\$2.30	\$46,000.00	\$1.70	\$34,000.00	\$1.88
6 YELLOW, 18"	15,000	LF	\$1.65	\$24,750.00	\$2.30	\$34,500.00	\$1.90	\$28,500.00	\$1.95
7 WHITE, 24"	15,500	LF	\$2.10	\$32,550.00	\$3.50	\$54,250.00	\$4.35	\$67,425.00	\$3.32
LINES; COLORS & WIDTHS AS INDICATED, (INSTALL ONLY)	*****	*****	*****	*****	*****	*****	*****	*****	*****
8 WHITE, 6"	2,000	LF	\$0.25	\$500.00	\$0.30	\$600.00	\$0.40	\$800.00	\$0.32
9 YELLOW, 6"	1,500	LF	\$0.25	\$375.00	\$0.30	\$450.00	\$0.40	\$600.00	\$0.32
10 WHITE, 8"	500	LF	\$0.25	\$125.00	\$0.50	\$250.00	\$0.60	\$300.00	\$0.45
11 WHITE, 12"	500	LF	\$0.25	\$125.00	\$0.90	\$450.00	\$1.00	\$500.00	\$0.72
12 WHITE, 18"	500	LF	\$0.75	\$375.00	\$1.30	\$650.00	\$1.40	\$700.00	\$1.15
13 YELLOW, 18"	500	LF	\$0.75	\$375.00	\$1.30	\$650.00	\$1.40	\$700.00	\$1.15
14 WHITE, 24"	500	LF	\$0.75	\$375.00	\$1.80	\$900.00	\$2.10	\$1,050.00	\$1.55
ARROWS & MESSAGES; AS INDICATED; WHITE ONLY (FURNISH & INSTALL)	*****	*****	*****	*****	*****	*****	*****	*****	*****
15 TURN ARROW	4,000	EA	\$35.00	\$140,000.00	\$40.00	\$160,000.00	\$35.00	\$140,000.00	\$36.67
16 STRAIGHT ARROW	500	EA	\$15.00	\$7,500.00	\$20.00	\$10,000.00	\$2.00	\$1,000.00	\$12.33
17 STRAIGHT/TURN ARROWS; COMBINATION	500	EA	\$50.00	\$25,000.00	\$30.00	\$15,000.00	\$15.00	\$7,500.00	\$31.67
18 MERGE MESSAGE	200	EA	\$55.00	\$11,000.00	\$60.00	\$12,000.00	\$25.00	\$5,000.00	\$46.67
19 RXR MESSAGE	100	EA	\$30.00	\$3,000.00	\$80.00	\$8,000.00	\$40.00	\$4,000.00	\$50.00
20 SCHOOL MESSAGE	500	EA	\$55.00	\$27,500.00	\$80.00	\$40,000.00	\$50.00	\$25,000.00 *	\$61.67
21 ONLY MESSAGE	500	EA	\$60.00	\$30,000.00	\$80.00	\$40,000.00	\$50.00	\$25,000.00	\$63.33
22 U-TURN MESSAGE	2,000	EA	\$25.00	\$50,000.00	\$45.00	\$90,000.00	\$5.00	\$10,000.00	\$25.00
23 BIKE LANE MESSAGE (DIAMOND, ARROW)	500	EA	\$50.00	\$25,000.00	\$1.00	\$500.00	\$1.00	\$500.00	\$17.33
24 HANDICAP MESSAGE	500	EA	\$50.00	\$25,000.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$20.00
ARROWS & MESSAGES; AS INDICATED; WHITE ONLY (INSTALL ONLY)	*****	*****	*****	*****	*****	*****	*****	*****	*****
25 TURN ARROW	20	EA	\$10.00	\$200.00	\$29.00	\$580.00	\$10.00	\$200.00	\$16.33
26 STRAIGHT ARROW	10	EA	\$5.00	\$50.00	\$29.00	\$290.00	\$10.00	\$100.00	\$14.67

BIDS RECEIVED BY: CHARLES W. RICH, P.E.
 BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

*DENOTES CORRECTED ITEM
 **DENOTES UNRESPONSIVE BID

PROJECT NAME: ANNUAL PAVEMENT MARKING CONTRACT
PROJECT NUMBER: 2009051
BID OPENING DATE: MAY 20, 2008
CONTRACT DAYS: EIGHTEEN (18) MONTHS

**SOUTHWIDE INDUSTRIES,
 INC.**

GENE'S STRIPING

TRANSMARK, INC.

ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AVERAGE UNIT PRICE
27 STRAIGHT/TURN ARROWS; COMBINATION	10	EA	\$15.00	\$150.00	\$35.00	\$350.00	\$15.00	\$150.00	\$21.67
28 MERGE MESSAGE	10	EA	\$20.00	\$200.00	\$65.00	\$650.00	\$25.00	\$250.00	\$36.67
29 RXR MESSAGE	10	EA	\$40.00	\$400.00	\$75.00	\$750.00	\$40.00	\$400.00	\$51.67
30 SCHOOL MESSAGE	10	EA	\$30.00	\$300.00	\$60.00	\$600.00	\$40.00	\$400.00	\$43.33
31 ONLY MESSAGE	10	EA	\$20.00	\$200.00	\$45.00	\$450.00	\$40.00	\$400.00	\$35.00
LOT 2 - RAISED REFLECTIVE PAVEMENT MARKERS APPLIED WITH THERMOPLASTIC; COLORS & TYPES AS INDICATED; (FURNISH & INSTALL)	*****	*****	*****	*****	*****	*****	*****	*****	*****
32 RED & AMBER; BI-DIRECTIONAL	500	EA	\$1.50	\$750.00	\$1.90	\$950.00	\$1.20	\$600.00	\$1.53
33 AMBER; BI-DIRECTIONAL	45,000	EA	\$3.00	\$135,000.00	\$3.00	\$135,000.00	\$3.10	\$139,500.00	\$3.03
34 WHITE & RED; BI-DIRECTIONAL THERMOPLASTIC; COLORS & TYPES AS INDICATED (INSTALL ONLY)	85,000	EA	\$3.00	\$255,000.00	\$3.00	\$255,000.00	\$3.10	\$263,500.00	\$3.03
35 RED & AMBER; BI-DIRECTIONAL	225	EA	\$1.50	\$337.50	\$2.00	\$450.00	\$1.00	\$225.00	\$1.50
36 AMBER; BI-DIRECTIONAL	225	EA	\$1.50	\$337.50	\$2.00	\$450.00	\$1.00	\$225.00	\$1.50
37 WHITE & RED; BI-DIRECTIONAL LOT 3 - RAISED REFLECTIVE PAVEMENT MARKERS (APPLIED WITH EPOXY) (COLORS & TYPES AS INDICATED) (FURNISH & INSTALL)	225	EA	\$1.50	\$337.50	\$2.00	\$450.00	\$1.00	\$225.00	\$1.50
38 RED & AMBER; BI-DIRECTIONAL	225	EA	\$0.75	\$168.75	\$3.00	\$675.00	\$1.25	\$281.25	\$1.67
39 AMBER; BI-DIRECTIONAL	1,500	EA	\$3.25	\$4,875.00	\$4.00	\$6,000.00	\$5.00	\$7,500.00	\$4.08
40 WHITE & RED; BI-DIRECTIONAL EPOXY; COLORS & TYPES AS INDICATED (INSTALL ONLY)	25	EA	\$3.25	\$81.25	\$6.00	\$150.00	\$10.00	\$250.00	\$6.42
41 RED & AMBER; BI-DIRECTIONAL	225	EA	\$0.25	\$56.25	\$0.50	\$112.50	\$0.25	\$56.25	\$0.33
42 AMBER; BI-DIRECTIONAL	225	EA	\$1.50	\$337.50	\$1.00	\$225.00	\$1.40	\$315.00	\$1.30
43 WHITE & RED; BI-DIRECTIONAL LOT 4 - TRAFFIC PAINT LINES, COLORS (TYPES) AND WIDTHS AS INDICATED; (FURNISH & INSTALL)	225	EA	\$1.50	\$337.50	\$1.00	\$225.00	\$1.40	\$315.00	\$1.30
44 WHITE; 4"	500	LF	\$0.16	\$80.00	\$0.75	\$375.00	\$0.10	\$50.00	\$0.34
45 YELLOW, 4"	500	LF	\$0.16	\$80.00	\$0.75	\$375.00	\$0.10	\$50.00	\$0.34
46 WHITE, 6"	10,000	LF	\$0.24	\$2,400.00	\$0.20	\$2,000.00	\$0.25	\$2,500.00	\$0.23
47 BLACK, 6"	1,000	LF	\$0.10	\$100.00	\$0.15	\$150.00	\$0.20	\$200.00	\$0.15
48 YELLOW, 6"	5,000	LF	\$0.25	\$1,250.00	\$0.20	\$1,000.00	\$0.25	\$1,250.00	\$0.23
49 WHITE, 18"	1,000	LF	\$0.70	\$700.00	\$0.45	\$450.00	\$0.50	\$500.00	\$0.55
50 WHITE, 12"	1,000	LF	\$0.40	\$400.00	\$0.45	\$450.00	\$0.25	\$250.00	\$0.37

BIDS RECEIVED BY: CHARLES W. RICH, P.E.
 BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

*DENOTES CORRECTED ITEM
 **DENOTES UNRESPONSIVE BID

PROJECT NAME: ANNUAL PAVEMENT MARKING CONTRACT
PROJECT NUMBER: 2009051
BID OPENING DATE: MAY 20, 2008
CONTRACT DAYS: EIGHTEEN (18) MONTHS

**SOUTHWIDE INDUSTRIES,
 INC.**

GENE'S STRIPING

TRANSMARK, INC.

ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AVERAGE UNIT PRICE
51 YELLOW, 18"	500	LF	\$0.70	\$350.00	\$0.45	\$225.00	\$0.50	\$250.00	\$0.55
52 WHITE, 24"	500	LF	\$0.95	\$475.00	\$2.00	\$1,000.00	\$2.10	\$1,050.00	\$1.68
ARROWS & MESSAGES: WHITE; (FURNISH & INSTALL)	*****	*****	*****	*****	*****	*****	*****	*****	*****
53 STRAIGHT/COMBO ARROW	50	EA	\$22.00	\$1,100.00	\$10.00	\$500.00	\$10.00	\$500.00	\$14.00
54 TURN ARROW	100	EA	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$10.00	\$1,000.00	\$13.33
55 MESSAGE (ONLY; SCHOOL; MERGE & STRAIGHT ARROW)	500	EA	\$30.00	\$15,000.00	\$10.00	\$5,000.00			\$20.00
LOT 5 - PAVEMENT MARKING REMOVAL	*****	*****	*****	*****	*****	*****	*****	*****	*****
56 TRAFFIC PAINT	1,000	SF	\$0.60	\$600.00	\$1.30	\$1,300.00	\$0.30	\$300.00	\$0.73
57 THERMOPLASTIC	20,000	SF	\$0.75	\$15,000.00	\$1.45	\$29,000.00	\$1.50	\$30,000.00	\$1.23
58 COLD (PREFORMED) PLASTIC	10,000	SF	\$1.00	\$10,000.00	\$0.20	\$2,000.00	\$0.10	\$1,000.00	\$0.43
59 CONSTRUCTION TAPE	160,000	LF	\$0.75	\$120,000.00	\$0.20	\$32,000.00	\$0.60	\$96,000.00	\$0.52
60 PAVEMENT MARKERS	7,600	EA	\$0.50	\$3,800.00	\$0.50	\$3,800.00	\$1.00	\$7,600.00	\$0.67
LOT 6 - PREFORMED (COLD) PLASTIC; (INSTALL ONLY)	*****	*****	*****	*****	*****	*****	*****	*****	*****
61 WHITE OR YELLOW, 6"	1,000	LF	\$0.40	\$400.00	\$0.30	\$300.00	\$0.20	\$200.00	\$0.30
62 WHITE, 8"	500	LF	\$0.40	\$200.00	\$0.30	\$150.00	\$0.20	\$100.00	\$0.30
63 WHITE OR YELLOW, 12"	100	LF	\$0.40	\$40.00	\$0.30	\$30.00	\$0.40	\$40.00	\$0.37
64 WHITE OR YELLOW, 18"	100	LF	\$0.50	\$50.00	\$0.30	\$30.00	\$0.40	\$40.00	\$0.40
65 WHITE, 24"	100	LF	\$0.50	\$50.00	\$0.30	\$30.00	\$0.50	\$50.00	\$0.43
66 MESSAGE (ONLY; SCHOOL; MERGE; U-TURN, BIKE LANE, SYMBOL W/DIAMOND)	10	EA	\$20.00	\$200.00	\$60.00	\$600.00	\$15.00	\$150.00	\$31.67
67 TURN ARROW	10	EA	\$20.00	\$200.00	\$60.00	\$600.00	\$15.00	\$150.00	\$31.67
LOT 7 - UNLEADED THERMOPLASTIC PAVEMENT MARKINGS (FURNISH & INSTALL)	*****	*****	*****	*****	*****	*****	*****	*****	*****
68 YELLOW, 6"	10,500	LF	\$0.50	\$5,250.00 *	\$0.52	\$5,460.00	\$0.50	\$5,250.00	\$0.51
69 YELLOW, 18"	2,000	LF	\$1.71	\$3,420.00	\$1.20	\$2,400.00	\$1.50	\$3,000.00	\$1.47
INSTALL ONLY	*****	*****	*****	*****	*****	*****	*****	*****	*****
70 YELLOW, 6"	200	LF	\$0.25	\$50.00	\$1.00	\$200.00	\$0.50	\$100.00	\$0.58
71 YELLOW, 18"	100	LF	\$0.75	\$75.00	\$1.00	\$100.00	\$1.50	\$150.00	\$1.08
LOT 8 - PREFORMED COLD PLASTIC (FURNISH & INSTALL)	*****	*****	*****	*****	*****	*****	*****	*****	*****
72 WHITE OR YELLOW, 6"	3,700	LF	\$1.80	\$6,660.00	\$1.50	\$5,550.00	\$1.20	\$4,440.00	\$1.50
73 WHITE, 8"	100	LF	\$1.95	\$195.00	\$1.60	\$160.00	\$1.50	\$150.00	\$1.68
74 WHITE OR YELLOW, 12"	200	LF	\$2.80	\$560.00	\$2.60	\$520.00	\$2.00	\$400.00	\$2.47

BIDS RECEIVED BY: CHARLES W. RICH, P.E.
 BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

*DENOTES CORRECTED ITEM
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**SOUTHWIDE INDUSTRIES,
 INC.**

GENE'S STRIPING

TRANSMARK, INC.

ITEM	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AVERAGE UNIT PRICE
75 WHITE OR YELLOW, 18"	100	LF	\$4.25	\$425.00	\$3.90	\$390.00	\$2.70	\$270.00	\$3.62
76 WHITE, 24"	200	LF	\$5.72	\$1,144.00	\$5.40	\$1,080.00	\$3.20	\$640.00	\$4.77
77 MESSAGE (ONLY; SCHOOL; MERGE; U-TURN; BIKE LANE)	25	EA	\$260.00	\$6,500.00	\$200.00	\$5,000.00	\$75.00	\$1,875.00	\$178.33
78 TURN ARROW	50	EA	\$175.00	\$8,750.00	\$100.00	\$5,000.00	\$75.00	\$3,750.00	\$116.67
TOTAL	*****	*****	*****	\$2,749,472.75	*****	\$2,808,782.50	*****	**	*****