

Meeting Date: November 3, 2009 {X} Consent { } Regular
 { } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division

1. Contract Pages (C-1 and C-2)
2. Contracts (2)
3. SBE Compliance Review
4. Bid Tabulation

Approved By: S. T. Webb 12/0/09
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$100,000	-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	\$100,000*	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget?

Yes Y

No _____

Budget Acct No.: Fund Various. Dept. _____ Unit _____ Object _____
Program

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

Road & Bridge \$100,000

Allocations are a not to exceed amount and can be expended from various accounting lines for various projects where budget is available.

C. Departmental Fiscal Review:

atwillhite

III. REVIEW COMMENTS

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

* Fiscal impact is indeterminable at this time but may not exceed \$100,000. Work will be performed on a task order basis.

[Signature] 10/22/09
OFMB
10/14/09

[Signature] 10/26/09
Contract Dev. and Control
E. Dunn 10/23/09

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 10/27/09
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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 FLORIDA HIGHWAY PRODUCTS, INC. of, CELEBRATION, 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 OPEN GRADED ASPHALT PAVEMENT CONTRACT, PALM BEACH COUNTY PROJECT NO. 2010052

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 HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000) (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: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

COUNTY ATTORNEY

Charles Rich
ENGINEERING

ATTEST

FLORIDA HIGHWAY PRODUCTS, INC.
(Corporate Name)

Robert Bower
RICH D. ROBERT BOWER,
~~DAWN KLEINSMITH~~ TREASURER
TITLE ~~SECRETARY~~

a FLORIDA corporation
(Insert state of corporation)

By: Robert H. Maggard
(Signature)

(CORPORATE SEAL)

ROBERT H. MAGGARD
(Print signatory's name)

It's PRESIDENT
(Print title)



**Office of
Small Business Assistance**

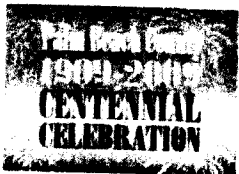
50 South Military Trail,
Suite 209
West Palm Beach, FL 33415
(561) 616-6840
FAX: (561) 616-6850
www.pb.gov.com/osba

**Palm Beach County
Board of County
Commissioners**

Jeff Koons, Chairman
Burt Aaronson, Vice Chairman
Karen T. Marcus
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla Taylor

County Administrator

Robert Weisman, P.E.



An Equal Opportunity
Affirmative Action Employer

DATE: September 1, 2009
TO: Charles E. Rich, P.E., Director
Engineering Services Division
THROUGH: Hazel Oxendine - Director, Palm Beach County
Office of Small Business Assistance
FROM: Tanoy Williams, Compliance Specialist II
SUBJECT: Compliance Review on Project No. 2010052
Annual Open Graded Asphalt Paving Contract

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

LOW BIDDER: FLORIDA HIGHWAY PRODUCTS, INC.
Phone: 407-566-4200
Bid Opening: August 18, 2009
Bid Amount: \$151,665.70
Goal: 15% Overall
Goal Achieved: 7.62%

SBE Participation:
(BL) OC Unlimited \$11,569.50 7.62%

2ND LOW BIDDER: NORTH FLORIDA EMULSIONS, INC.
Phone: 386-328-1733
Bid Amount: \$174,244.00
Goal: 15% Overall
Goal Achieved: 7.85%

SBE Participation:
(BL) OC Unlimited \$13,685.00 7.85%

RECEIVED
SEP - 3 2009

Eng. Ser. MD



EVALUATION

The low bidder, **FLORIDA HIGHWAY PRODUCTS, INC.** has not met the SBE goal for this project.

The second low bidder, **North Florida Emulsions, Inc.** has not met the SBE goal for this project. **North Florida Emulsions, Inc.** has the greatest SBE participation in excess of seven percent. However, it falls outside of the range for ranking of responsive bidders.

c: Tammy Fields, Assistant County Attorney
File

PROJECT NAME: ANNUAL OPEN GRADED ASPHALT PAVEMENT CONTRACT
PROJECT NUMBER: 2010052
BID OPENING DATE: AUGUST 18, 2009
CONTRACT DAYS: 365 CALENDAR DAYS

ITEM	QTY	UNITS	FLORIDA HIGHWAY PRODUCTS, INC.		NORTH FLORIDA EMULSIONS, INC.		AVERAGE UNIT PRICE
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1 COLD-MIX OPEN GRADED ASPHALTIC CONCRETE PAVEMENT - 1¾" COMPACTED	670	SY	\$10.00	\$6,700.00	\$13.20	\$8,844.00	\$11.60
2 COLD-MIX OPEN GRADED ASPHALTIC CONCRETE PAVEMENT - 3" COMPACTED	4700	SY	\$13.20	\$62,040.00	\$14.90	\$70,030.00	\$14.05
3 COLD-MIX OPEN GRADED ASPHALTIC CONCRETE PAVEMENT - 4" COMPACTED	2700	SY	\$15.50	\$41,850.00	\$17.20	\$46,440.00	\$16.35
4 COLD-MIX OPEN GRADED ASPHALTIC CONCRETE PAVEMENT - 5" COMPACTED	2400	SY	\$17.00	\$40,800.00	\$20.20	\$48,480.00	\$18.60
5 CATIONIC ASPHALT EMULSION	55	GAL	\$2.74	\$150.70	\$2.00	\$110.00	\$2.37
6 FOG SEAL	500	SY	\$0.25	\$125.00	\$0.68	\$340.00 *	\$0.47
TOTAL AMOUNT OF BID	****	****	*****	\$151,665.70	*****	\$174,244.00 *	*****

*DENOTES CORRECTED FIGURE
 BIDS RECEIVED BY: CHARLES RICH, P.E.
 BIDS RECORDED BY: JAYNE CANALE