

Agenda Item #: 3-C-2

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 16, 2010 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department:

Submitted By: Engineering & Public Works Department

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a Contract with Cross Environmental Services, Inc., a Miami-Dade firm, in the amount of \$8,143.75 for asbestos abatement services for West Atlantic Avenue from West of Lyons Road to Starkey Road. This Agreement was approved on September 14, 2010 by the County Engineer, as a delegated authority in accordance with the Purchase Code.

SUMMARY: This Agreement is being submitted as a receive and file agenda item for the Clerk's Office to note and receive. The FDOT had an existing contract with this firm and encouraged us to expedite the process by "piggybacking" their contract.

District 5 (MRE)

Background and Justification: On September 14, 2010, the County Engineer approved a Contract in the amount of \$8,143.75 with Cross Environmental Services, Inc., to provide asbestos abatement services for West Atlantic Avenue from West of Lyons Road to Starkey Road. This receive and file agenda item was prepared to provide the Contract to the Clerk's Office for placement in the public record.

Attachments:

1. Location Map
2. Contract

Recommended by: _____

Division Director Date

Approved By: D. T. Wells 10/26/10
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$ -0-	-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	*\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

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

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

* This item has a no fiscal impact. The contract has been approved and is being sent for the Clerk's office to note and receive.

C. Departmental Fiscal Review: Amelwhite

III. REVIEW COMMENTS

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

 [Signature]
OFMB MFC 10-27-10

 Dr. J. [Signature] 10/29/10
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

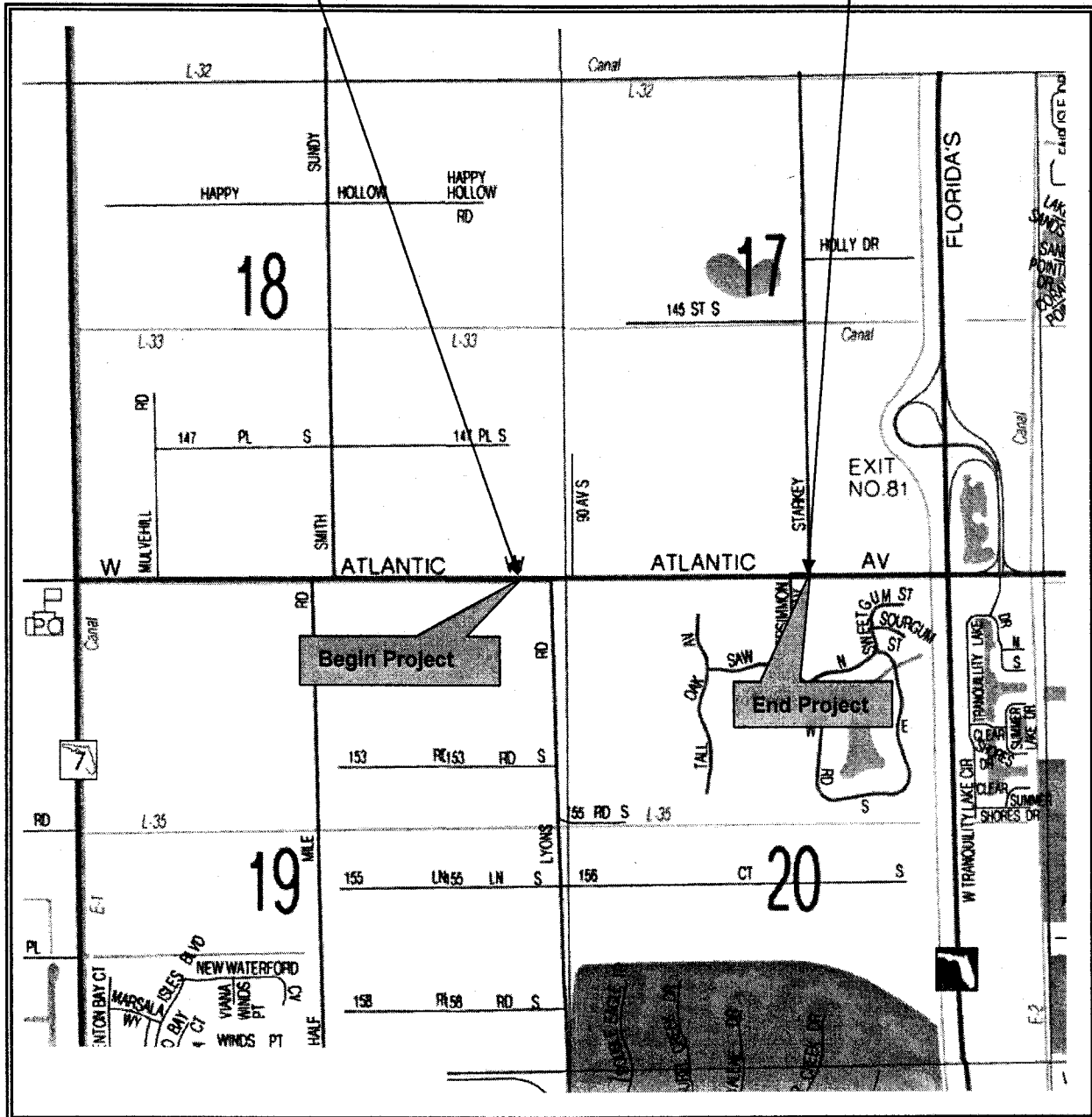
 [Signature] 11/4/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
SR 806/ ATLANTIC AVENUE
W. OF LYONS ROAD TO STARKEY ROAD
PALM BEACH COUNTY PROJECT #2004602



LOCATION MAP

CONTRACT

THIS CONTRACT, made and entered into September 14, 2010, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and CROSS ENVIRONMENTAL SERVICES, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road

Asbestos Abatement Services

Palm Beach County Project #2004602

in accordance with:

Districtwide Asbestos Abatement Agreement with the State of Florida Department of Transportation, hereinafter referred to as FDOT, commencing on September 17, 2004 and extended through September 16, 2010 and numbered BDA41.

The terms of said agreement are hereby incorporated by reference, and as amended in the attached Exhibit A, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to FDOT in BDA41 shall be construed as references to Palm Beach County, its Departments, Divisions and assigns.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Eight Thousand One Hundred Forty-three 75/100 Dollars (\$8,143.75), as detailed in

the attached Exhibit B. The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 45 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

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IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

OWNER:
Palm Beach County, Florida

CONTRACTOR:
Cross Environmental Services, Inc.

BY: George T. Webb
George T. Webb, P.E.
County Engineer

BY: John Tostanoski
John Tostanoski
General Manager

CORPORATE SEAL

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: Marlon R. Pitts
Assistant County Attorney

ATTEST WITNESS:

BY: Terry M. Knight
(Print Name)

Terry M. Knight
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Debra L. Watson
Debra L. Watson

BY: Debra L. Watson
(Print Name)

Debra L. Watson
(Signature)

EXHIBIT A

Amendments to FDOT Agreement BDA41

Agreement BDA41, dated September 17, 2004, is hereby amended as follows:

1. Section 3 COMPENSATION AND PAYMENT: Delete Paragraph 3.F.
2. Section 5 COMPLIANCE WITH LAWS: Delete Paragraph 5.C. and insert the following:

5.C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, ancestry, marital status, familial status, sexual orientation, or gender identity and expression in the performance of work under this Agreement.

3. Add the following paragraphs to Section 5, COMPLIANCE WITH LAWS:

5.J Palm Beach County has established the Office of the Inspector General, Ordinance 2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

5.K Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

5.L The Contractor shall comply with PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002, "Palm Beach County Living Wage Ordinance", which is further described herein.

All other provisions of Agreement BDA41 dated September 17, 2004 shall continue in full force and effect.

Palm Beach County Living Wage Ordinance

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002)(a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

IMPLEMENTATION:

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, and as stated below. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications:

The Ordinance states that the living wage requirement shall be included in the procurement specifications for all county construction contracts that have a total contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of payroll records:

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

Reporting payroll:

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

LIVING WAGE CERTIFICATION

Project: Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road
Asbestos Abatement Services
Palm Beach County Project #2004602

Contractor Name: CROSS ENVIRONMENTAL SERVICES, INC.

Contact Person: John Tostanoski

Contractor Address: 5733 NW 159th Street

Miami Lakes, Florida 33014

Contractor Phone: 305-818-5716

Amount of Contract: \$8,143.75

Please include the following with the submission:

1. Brief description of the service provided under the construction contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2010, through September 30, 2011, is \$11.40/hour.

The contractor/subcontractor(s) shall post a copy of the following Notice to Employees at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 8th
day of Sept, 20 10.

James M. Knight
(Authorized Signature)

(Corporate Seal)

Terry M. Knight

Notice and posting. Non-county employers shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.40 per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

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This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2010, through September 30, 2011.

NOTICE TO EMPLOYEES (ENGLISH):

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.40 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL):

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos \$11.40 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE):

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen \$11.40 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

(Authorized Signature)

(Print name and title)

**CERTIFICATION OF COMPLIANCE
WITH
THE LIVING WAGE ORDINANCE**

PROJECT: Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road
Asbestos Abatement Services

PROJECT NO.: 2004602

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County now further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of "Maintenance of Payroll Records".

Date: _____

CROSS ENVIRONMENTAL SERVICES, INC.
Company Name

Authorized Officer: _____
Name/ Title (Print)

Signature

EXHIBIT B
Contractors Proposal



August 27, 2010

Mr. David L. Young, P.E.
Special Projects Manager
Palm Beach County Engineering & Public Works Department
P. O. Box 21229
Palm Beach, FL 33416-1229

RE: Parcel 802, 8969 Atlantic Avenue, Delray Beach, FL 33446

Dear Mr. Young:

Cross Environmental Services, Inc., is pleased to submit our fee proposal to you for asbestos abatement work at the above referenced parcel. The scope of work and associated costs are as follows.

- 1.1 - Mobilization 1 X \$1.00/EA = \$1.00
- 1.3 - Pre- and post-job submittals 1 X \$1.00/EA = \$1.00
- 1.4 - Disposal in landfill 20 CY X \$1.00/CY = \$20.00
- 3.1 - Mask & seal isolated area 1,950 SF X \$2.00/SF = \$3,900.00
- 3.5 - Spray encapsulant 1,343 SF X \$1.25/SF = \$1,678.75
- 8.2 - Remove built-up roofing 1,200 X \$2.00/SF = \$2,400.00
- 8.5 - Remove roof cement 143 SF X \$1.00/SF = \$143.00

TOTAL for Parcel 802.....\$8,143.75

We anticipate this project will take three working days to complete. We appreciate the opportunity to provide you with this proposal and look forward to working with you. If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

John Tostanoski
General Manager