Agenda Item #: 3 - C - 4

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date: December 21, 2010 {X} Consent { } Regular
{ } Public Hearing { } Workshop **Department:** Submitted By: **Engineering & Public Works** Submitted For: **Engineering Services Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: The Final Contract Summary for Final Acceptance and Final Payment of \$151,122 for Gator Boulevard H.I.P. Paving Project, Project No. 2010908 (Contract), R-2010-1485, with H.I.P. Paving, LLC (Contractor).

SUMMARY: Approval of the Contract by the County Engineer, on August 6, 2010, made possible maintenance resurfacing and reconstruction of Gator Boulevard from Hatton Highway to Sam Senter Road. The Board accepted the Contract on October 5, 2010. Work was performed in accordance with the Hot-In-Place Asphaltic Concrete Recycling Contract between the City of Tampa, Florida and the Contractor which has been incorporated by reference. Road and Bridge Division staff reviewed the work as substantially complete in accordance with the Contract and recommended payment to the Contractor on August 18, 2010. Upon receipt of all required documentation from the Contractor, final payment was approved by the County Engineer on October 27, 2010. The Contractor does not have an office in Palm Beach County.

District 6 (MRE)

Background and Justification: To affect maintenance resurfacing and reconstruction of Gator Boulevard from Hatton Highway to Sam Senter Road, the Road and Bridge Division received a quotation from the Contractor under their Hot-In-Place Asphaltic Concrete Recycling Contract with the City of Tampa, Florida. At the request of the Road and Bridge Division, the Engineering Services Division prepared the Contract which was executed by the County Engineer on August 6, 2010.

Attachments:

1. Final Contract Summary with Attachments (2)

Recommended by:

Division Director

Date

Approved By: <u>Approved By:</u> County Engineer

/2/2/18 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

s is i r a

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	-0- *~	2012 -0- -0- -0- -0- -0- -0- -0-	2013 -0- -0- -0- -0- -0- -0- -0-	2014 -0- -0- -0- -0- -0- -0- -0-	2015 -0- -0- -0- -0- -0- -0- -0- -0-
Is Item Included In Curren		-0- Yes	-0- No	-0-	-0-

Budget Account No.:

Fund _____ Department _____ Unit _____ Object _____

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

NO FISCAL IMPACT

Departmental Fiscal Review:___ amelhite С.

III. <u>REVIEW COMMENTS</u>

A.	OFMB Fiscal and PNO addutusing	i/or Contract Dev	and Control Commer	nts:	
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	OFMB	Leve 10 10 10 10	Contract Dev. and	Jaeol 7 Control	12/10
		144 22			• ·

Β. **Legal Sufficiency:**

27-2 7 12/110 **Assistant County Attorney**

С. **Other Department Review:**

Department Director

This summary is not to be used as a basis for payment. N:\ENG_SER\2010908 - Gator Blvd H-I-P Paving\AIS Final Pymt.doc

FINAL CONTRACT SUMMARY

Submitted by: ENGINEERING SERVICES/ROAD AND BRIDGE

Final Acceptance and Final Payment in the amount of <u>\$151,122.00</u> for construction of <u>Gator Boulevard Hot-In-Place Paving Project</u> Palm Beach County, Florida; Project No. <u>2010908</u>, Resolution No. <u>N/A</u>; Commissioner District No. 6

SUMMARY: Completion of <u>\$151,122.00</u> Construction Project.

<u>Background and Justification</u>: The documentation necessary for Final Acceptance and Final Payment of the contract with <u>H.I.P. Paving, LLC</u> as compiled by this office.

\$151,122.00	- Original Contract Amount
-0-	- Change Order Amount
-0-	- Quantity Adjustment
\$151,122.00	- Final Contract Amount
-0-	- Previous Payments
\$151,122.00	- Final Contract Amount
	mai contract Amount

Attachments For Committee:

- 1. Location Map
- 2. Final Inspection Memo
- 3. Estimate of Construction
- 4. Budget Information
- 5. Release and Concurrence Affidavit
- 6. Disbursement of Final Payment Affidavit
- 7. Form 1
- 8. Form 2
- 9. Record of Construction Materials

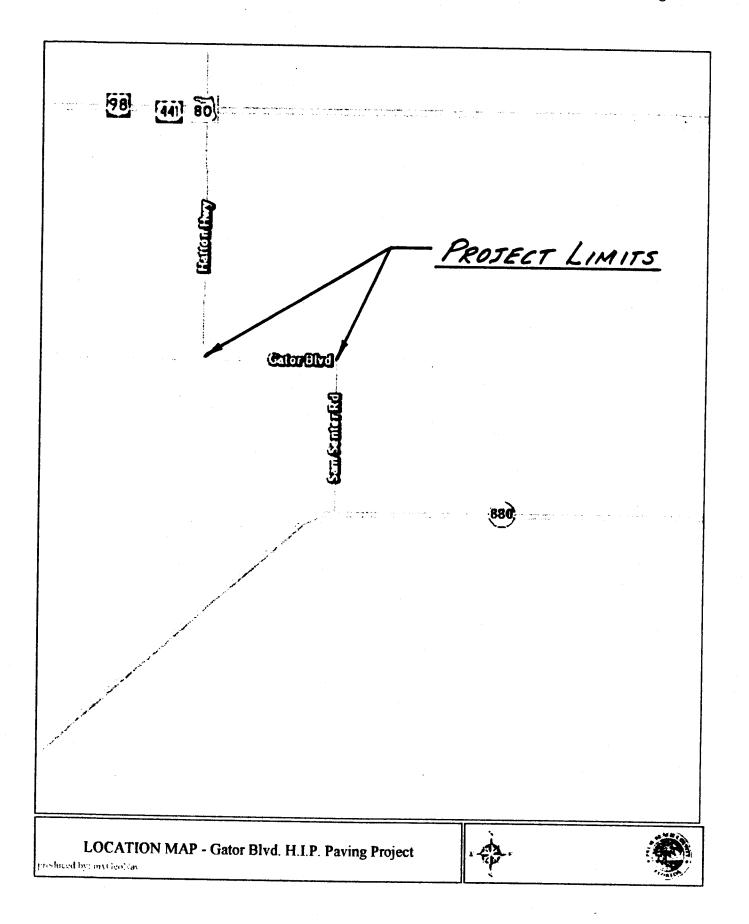
This Item DOES [X] DOES NOT [] have a fiscal impact.

Recommended By: Road and Bridge Director 10/21/10 Recommended B **Engineering Services Director** 1. Well 10/27/10 Approved By: County Engineer or Deputy County Engineer

N 'ENG_SER\2010908 - Gator Blvd H I P Paving\Final Contract Summary doc

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Page 1 of 1





Department of Engineering and Public Works Road and Bridge Division 2555 Vista Parkway West Palm Beach, FL 33411-5601 (561) 233-3950 Fax: (561) 233-3986 www.pbcgov.com



Palm Beach County Board of County Commissioners

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Karen T. Marcus, Vice Chair

Jeff Koons

Shelley Vana

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Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

INTEROFFICE MEMORANDUM

DATE: August 18, 2010

- TO: George T. Webb, P.E. County Engineer
- **THRU:** Tanya N. McConnell, P.E. Deputy County Engineer

FROM: Michael Bowman, Director

RE: FINAL REVIEW HOT IN PLACE

Road & Bridge has completed the final inspection of the Hot In Place paving project on Gator Blvd. The work was completed as specified in the contract. The final inspection of the work was conducted by Mr. Brand.

MB:JJB



H.I.P. Paving, LLC

800 31st Street South St. Petersburg, FL 33712

Phone 727-327-4900 Fax 727-327-9815 bmathas@hippaving.com

^{TO} Palm Beach County 2633 Vista Parkway West Palm Beach, FL 33411-5603

Attn: Mr. John Brand

SALESPERSON CONTRACT # P.O. # PAYMENT TERMS SHIPPING TERMS DELIVERY DATE DUE DATE Brad 2010908 Net 30 9/15/2010 QTY ITEM # DESCRIPTION UNIT PRICE DISCOUNT LINE TOTAL 20444 Sq. Yds. 2" Hot-In-Place Asphalt Recycling 1 6.75 \$ 137,997.00 2500 Gallons **Rejuvenation Oil** 2 5.25 \$ 13,125.00 CONTRACT BALANCE DUE \$ 151,122.00

invoice prepared by: Brad Mathas

This is a billing for the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

THANK YOU FOR YOUR BUSINESS!

INVOICE # 081610

DATE: AUG 15,

2010

INTEROFFICE COMMUNICATION PALM BEACH COUNTY BUDGET AVAILABILITY STATEMENT

DATE: October 21, 2010

TO: Charles Rich, Director Engineering Services Division Attn: Mark Sinkhorn

COPY: John Brand, Road Section Superintendent

FROM: Alexis T. Willhite, Fiscal Manager Administrative Services

tive Services

Gator Blvd. Paving Project # 2010908 H.I.P. Paving, Inc. Construction Contract Close Out

\$151,122.00

BOARD MEETING DATE: N/A

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ ____N/A ,

FUNDING STATUS:

RE:

FULLY FUNDED

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3500 Dept 361 Unit 0704 Object 6554

Recommended Sources of Funds/Summary of Fiscal Impact: Transportation Improvement Fund Glades Area R & R Road Resurfacing

This BAS is valid for up to ninety days from its date of issuance. F:\ADM_SER\WP50\BAS\bas11\00006.road.doc

RELEASE AND CONCURRENCE OF

FINAL PAYMENT AMOUNT

PROJECT: GATOR BOULEVARD HOT-IN-PLACE PAVING PROJECT

PROJECT NO.: _2010908

THIS IS TO CERTIFY THAT, ON BEHALF OF <u>H.LP. Paving, LLC</u> I HAVE REVIEWED THE FINAL FIGURES PRESENTED BY THE COUNTY ON THIS CONTRACT, HAVE VERIFIED AND HEREBY CONCUR WITH THE ACCOUNTING AND AMOUNTS PRESENTLY STATED AS DUE, AND BY SIGNING HEREOF, AND UPON RECEIPT OF PAYMENT IN THE AMOUNT OF \$ <u>151,122.00</u> DO HEREBY RELEASE THE COUNTY FROM ANY FURTHER CLAIMS OF PAYMENT FOR WORK DONE, WHETHER OR NOT THE ABOVE-STATED AMOUNT MAY LATER BE DISCOVERED OR DETERMINED INCCORECT.

CONTRACTOR: HIP Hot IN PLACE H	WING, LEA
BY: FRANK CRUPI- PRESIDENT	
DATE:	11

N:ENG_SER\2010908 - Gator Bivd H-I-P Paving\Release & Concurrence Form.doc

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

August 23, 2010 DATE: PROJECT: GATOR BOULEVARD HOT-IN-PLACE PAVING PROJECT #2010908 TO APPLY TO FINAL ESTIMATE NO._ Ang 23 ____, 20/6_. referenced contract, hereby certifies that all subcontractors having interest

blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractors or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND MAY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

HIP Hot IN PLACE PAVINE, CLC Contractor PRESIDENY The foregoing instrument was acknowledged before me this 2314 Mugus 20/Oby PANK A CANDI who is personally known to me or who has produced day of as identification and who did (did not) take an oath. Mart rall. Notary (Signature) BRADLEY J. MATHAS MATHAS ISSION # DD agants EXPIRES: A JRAO K 21, 2013 NUQUEL 21. Ny Public U (Type, Print or Stamp)

Commission No.

Form 1

STATE OF FLOREDA	
COUNTY OF PINELLAS	
Before me the undersigned authority in said county and state, personally appeared $A_{I} \wedge \mu$ (A) μ (
(b) a partner of the firm of	
composed of and doing business under	
the name of, doing business under, which firm is the contractor;	•
OR	
(c) the individual who, doing business under the trade name of	
on project No. 2010908 , Road GATOR BOULEVARD HOT-IN-PLACE	
PAVING PROJECT in PALM BEACH	
PAVING PROJECT in PALM BEACH County, Florida, under Contract with the County of Palm Beach dated the 6th day of August 2010	

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.

2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.

4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affi (Deponent)

cside (Title)

Bond Number: SK4588/10029759

v." -		•	•	• .		· • •	·
CONTRACTOR :	H.I.P.	PAVING, LLC	•				
							 · .
DOLTROT .	CATOR BOULEVA	RD HOT-IN-PLA	CE PAVING	PROJECT	#2010908		

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Form 2

we, the ______, and Gulley Company of America ______, having beretofore executed a performance and payment bond for the above named contractor covaring the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surary company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the Travelers Casualty and Surety Company of America has caused the Instrument to be executed on its behalf by its Agent and/or its duly authorized attorney in fact, and its corporate seal to be hereto affired, all on this 24th day of September . A.D. 20 10

Travelers Casualty and Sufety Company of America

(AFFIX SEAL)

SURBTY COMPANY BY: Its Actorney in Pact

Douglas A. Scribner

Power of Attorney must be attached if executed by Attorney in Fact) (Pow

2

STATE OF Florida COUNTY OF Hillsbarange

Before me, the undersigned authority, personally appeared Dewelas A front to me well known as the person described in and who executed the foregoing instrument in the name of <u>Iceratory Casually and Casually</u> surety, as its <u>Attractory in Teat</u> of <u>Attractory in the name of actual for the purpose therein</u> aspressed and that he has due and legal authority to execute the same on behalf of said surety. 2Pma

÷.4

, 20 10. Tampa

My commission Notary Public State of

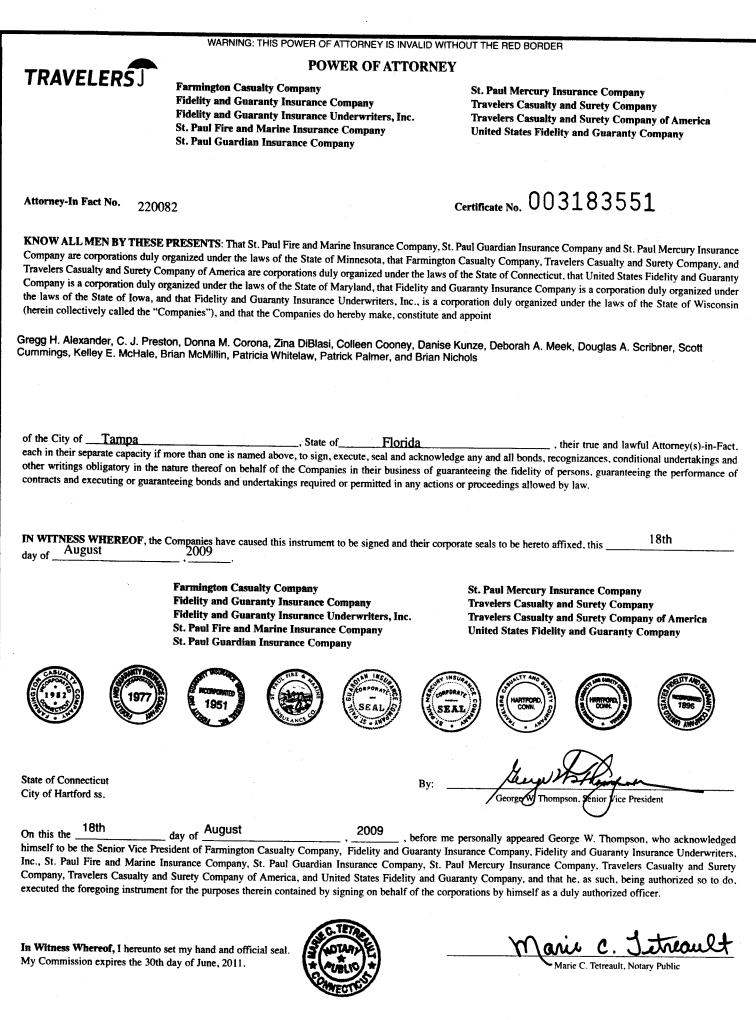
· HOLLY J. DIX MY COMMISSION # DD 956779 × EXPIRES: February 15, 2014 Bonded Thru Budget No

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Fresto

÷ : Countersignature: Required ONLY if executed by Non Florida Resident Agent.



58440-4-09 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I. Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

Kori M. Johanson Assistant Secretary















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RECORD OF CONSTRUCTION MATERIALS AFFIDAVIT

GATOR BOULEVARD HOT-IN-PLACE PAVING PROJECT

I. FRANK CRUPC' PRESIDENT

HIP Hot In Pince Paving, LC-

(NAME OF FIRM)

I solemnly swear and affirm, that as Prime Contractor, the work under the above-named contract and all amendments thereto have been completed and materials supplied in accordance with the requirements of said contract. I have preserved in my files, for inspection by the Department, all invoices and records of materials as required by Article 9-7 of the applicable specifications. These records include all materials purchased by subcontractors and represent all commercial construction materials used in the construction of Project NO. 2010908

(Contract No. 2010908) in _____ Palm Beach _____ County. and that the information is true and correct.

Signed

The foregoing instrument was acknowledged before me this \mathcal{FRC} personally known to me or who has produced day of who is as identification and who did (did not) take an oath.

(Signature)

BRADLEY J. MATHAS MY COMMISSION # DD 8 EXPIRES: A

ouat 21, 2013

Name

(Type, Print or Stamp)

Commission No.



August 5, 2010

Gator Boulevard Hot –In-Place Paving Project Palm Beach County Project No: 2010908

LIVING WAGE CERTIFICATION

- 1. Contractor to perform all phases of minor construction and repair, including concrete pathways, asphalt paving/repaving, underground, drainage, tree relocation/removal, and pavement markings.
- 2. Current wage levels for prospective non-county employees range from \$11.75 per hour to \$34.15 per hour.
- 3. HIP Hot In Place Paving, LLC is committed to paying each non-county employee a Living Wage, as adjusted, and in accordance with The Palm Beach County Living Wage Ordinance, as adjusted each October 1, per Palm Beach County Code Section 2-149(b) (2).

Date

Frank A. Crupi, President