

Agenda item is over 50 pages;
Can be viewed in the Minutes Department

Agenda Item #: 3-C-9

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

Meeting Date: March 12, 2013	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contracts not to exceed the total value of \$6,110,000 for task orders which may be issued for the Annual Asphalt Milling and Resurfacing Contracts (Contract), Project No. 2013052, with the lowest responsive, responsible bidder, Community Asphalt Corporation, (Community), and the second lowest responsive, responsible, bidder, Ranger Construction Industries, Inc., (Ranger).

SUMMARY: Approval of these Contracts will provide services for maintenance of Palm Beach County (County) roadways and other facilities. The Contracts include milling and disposal of existing asphalt pavement, maintenance of traffic, cleaning of surfaces for finish applications, and furnishing, hauling, and placement of specified asphalt courses. Community is a Miami-Dade County Company, but they have a permanent place of business within Palm Beach County. Ranger is a County business. The Small Business Enterprise (SBE) goal for the project is 15%. The SBE participation committed for the project is 15.32% overall by Community and 15.10% overall by Ranger.

Countywide (MRE)

Background and Justification: Bids were received by the Board of County Commissioners on Tuesday, January 8, 2013. The above Contracts' amount is based on the estimated amount to be expended for asphalt milling and resurfacing on projects throughout the County by various County departments. The contract periods are from the date of approval to October 1, 2014 and may be re-bid or extended for a defined period of time, not to exceed thirty-six months, total contracts time.

Attachments:

1. Primary Annual Asphalt Milling & Resurfacing Contract pages C-1 and C-2 with Community
 2. Secondary Annual Asphalt Milling & Resurfacing Contract pages C-1 and C-2 with Ranger
 3. Contracts (6)
 4. SBE Compliance Review
 5. Bid Tabulation
-

Recommended by: Omelio A. Fernandez 3/7/13
Division Director Date

Approved By: Heather McConnell 3/7/13
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	*****	-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-
# 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:

<u>User Dept/Division</u>	<u>Budget Amount</u>
Water Utilities	\$ 800,000
Parks and Recreation	\$ 200,000
Road and Bridge	\$5,000,000
Airports	\$ 100,000
Fire Rescue	\$ 10,000
Total	\$6,110,000
	=====

Allocations to the various departments 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:** *Alicia Koralaunen*

III. REVIEW COMMENTS

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

Work will be performed on a task order basis.

J. P. A. Webb 2/26/13
OFMB
2/26/13
2/26/13
2/26/13

Dr. J. Paulsen 3/7/13
Contract Dev. and Control
3-7-13 BLS/hec

B. Legal Sufficiency:

Markus R. Platt 3/11/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

ANNUAL CONTRACT

STATE OF FLORIDA)

) SS

COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____ A.D. 2013, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the County), and Community Asphalt Corp., of West Palm Beach, Florida 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 ASPHALT MILLING AND RESURFACING CONTRACT, PROJECT NO. 2013052

IN THE AMOUNTS specified in work orders which may be issued by the County. The County is not required to issue any work orders hereunder. The total value of work orders issued under this Contract shall not exceed Six Million, One Hundred Ten Thousand Dollars (\$6,110,000.00), except as may be increased according to Section 9-11 of the Contract Specifications).

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 work order being issued for a specific project. After commencement of the work, the work 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 work order. Should the time limit for completion of the work order exceed the expiration date of the contract, the work order work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all work 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 & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Order A. Fernandez
APPROVED AS TO TERMS
AND CONDITIONS

[Signature]

(witness signature)

Community Asphalt Corp

(Corporate Name)

Brian Coblenz

(witness name printed)

a *Florida* corporation

(insert state of incorporation)

[Signature]

(witness signature)

By *[Signature]*

(signature)

Vernon Walker

(witness name printed)

Paul Suellentrop

(print signatory's name)

Its *Vice President*

(print title)

(date of execution)

(Corporate Seal)

ANNUAL CONTRACT

STATE OF FLORIDA)

) SS

COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____ A.D. 2013, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the County), and Ranger Construction Industries, Inc. of West Palm Beach, Florida 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 ASPHALT MILLING AND RESURFACING CONTRACT, PROJECT NO. 2013052

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ATTEST:

SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
(witness signature)

Ranger Construction Industries, Inc.

(Corporate Name)

Diane L. Beasley
(witness name printed)

a FLORIDA corporation
(insert state of incorporation)

Cindy Steadman
(witness signature)

By *[Signature]*
(signature)

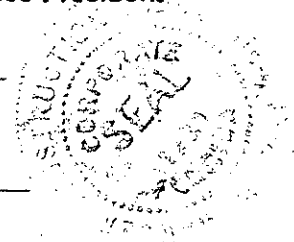
Cindy Steadman
(witness name printed)

(print signatory's name) Miguel G. Correa
Vice President

Its _____
(print title)

2/18/13
(date of execution)

(Corporate Seal)





**Office of
Small Business Assistance**

50 South Military Trail,
Suite 202

West Palm Beach, FL 33415

(561) 616-6840

FAX: (561) 616-6850

www.pbcgov.com/osba

**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Mayor

Priscilla A. Taylor, Vice Mayor

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman, P.E.

DATE: February 5, 2013

TO: David Young, P.E., Special Projects Manager
Roadway Production Division

Through: Tonya Davis Johnson, Director - Office of Small Business Assistance *[Signature]*

FROM: Tanoy Williams, Compliance Specialist II *[Signature]*

SUBJECT: ¹Revised Compliance Review on Project No. 2013052 Annual Asphalt Milling & Resurfacing Contract

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

LOW BIDDER: **COMMUNITY ASPHALT, CORP**
7795 Hooper Road
West Palm Beach, FL 33411
Phone: 561-790-6467
Bid Opening: January 08, 2013
Bid Amount: \$5,712,892.75
Goal: 15% Overall
Goal Achieved: 15.32

<u>SBE Participation:</u>		
(BL) *OC Trucking	\$147,024.00	2.57%
(SB) Eastman Agg.	\$444,839.00	7.78%
(SB) *Eastman Agg.	\$133,771.00	2.34%
(SB) Fineline Striping	\$ 48,948.00	0.86%
(SB) Southwide Indust.	\$ 40,049.00	0.70%
(SB) Sirdar Trucking	\$ 54,696.00	0.96%
(HB) *Southern Transp.	\$ 6,077.40	0.11%
	\$875,404.40	15.32%



2nd Low Bidder: **Ranger Construction Ind., Inc.**
 101 Sansbury's Way
 West Palm Beach, FL 33411
 Phone: 561-793-9400
 Bid Amount: \$6,265,925.00
 Goal: **15% Overall**
 Goal Achieved: **15.10%%**

SBE Participation:

(SB) Eastman Aggreg	\$ 632,858.00	10.10%
(HB) *Southern Transp.	\$ 313,339.20	5.00%
	\$946,197.20	15.10%

3rd Low Bidder: **JW Cheatham, LLC**
 7396 Westport Place
 West Palm Beach, FL 33413
 Phone: 561-471-4100
 Bid Amount: \$6,729,990.00
 Goal Achieved: **20.02%**

SBE Participation:

(SB) Charles S Whiteside	\$1,347,600.00	20.02%
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EVALUATION

The low bidder, **COMMUNITY ASPHALT, CORP,** has met the SBE goal for this project.

The second low bidder, **Ranger Construction Ind., Inc.,** has met the SBE goal for this project but falls outside the range for ranking of responsive bidders.

The third low bidder, **JW Cheatham, LLC** has met the SBE goal for this project but falls outside the range for ranking of responsive bidders.

*Calculated at 60% because vendor is supplying material only.

cc: Tammy Fields, Chief Assistant County Attorney
File

¹ Revised compliance review completed at the request of Roadway Production.

**ANNUAL ASPHALT
MILLING AND RESURFACING CONTRACT
PROJECT NUMBER: 2013052
BID PROPOSAL**

**COMMUNITY ASPHALT
CORP.**

**RANGER CONSTRUCTION
INDUSTRIES, INC.**

J.W. CHEATHAM, LLC

HARDRIVES, INC.

ITEM	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AVERAGE	ESTIMATE	UNIT PRICE	AMOUNT
EAST DISTRICT:		*****	*****	*****	*****	*****	*****	*****	*****			*****	*****
1	MILL EXIST. ASPH. PAVEMENT (1")	174,000	SY	\$1.15	\$200,100.00	\$1.50	\$261,000.00	\$2.00	\$348,000.00	\$1.85	\$1.03	\$2.75	\$478,500.00
2	MILL EXIST. ASPH. PAVEMENT (1½")	35,000	SY	\$1.50	\$52,500.00	\$1.80	\$63,000.00	\$2.20	\$77,000.00	\$2.13	\$1.12	\$3.00	\$105,000.00
3	ACSC TYPE S-I (0-200 TON ORDERS)	800	TN	\$93.55	\$74,840.00	\$120.00	\$96,000.00	\$167.00	\$133,600.00	\$132.64	\$81.25	\$150.00	\$120,000.00
4	ACSC TYPE S-I (>200 TON ORDERS)	1,000	TN	\$87.35	\$87,350.00	\$92.00	\$92,000.00	\$145.00	\$145,000.00	\$112.34	\$90.42	\$125.00	\$125,000.00
5	ACSC TYPE S-III (0-200 TON ORDERS)	810	TN	\$100.00	\$81,000.00	\$120.00	\$97,200.00	\$167.00	\$135,270.00	\$134.25	\$101.67	\$150.00	\$121,500.00
6	ACSC TYPE S-III (>200-800 TON ORDERS)	5,000	TN	\$86.75	\$433,750.00	\$95.00	\$475,000.00	\$96.00	\$480,000.00	\$98.19	\$93.13	\$115.00	\$575,000.00
7	ACSC TYPE S-III (>800 TON ORDERS)	26,000	TN	\$85.20	\$2,215,200.00	\$93.00	\$2,418,000.00	\$90.00	\$2,340,000.00	\$93.55	\$94.58	\$106.00	\$2,756,000.00
WEST DISTRICT:		*****	*****	*****	*****	*****	*****	*****	*****			*****	*****
8	MILL EXIST. ASPHALT PAVEMENT (1½")	22,500	SY	\$1.80	\$40,500.00	\$1.80	\$40,500.00	\$2.40	\$54,000.00	\$2.29	\$1.12	\$3.15	\$70,875.00
9	ACSC TYPE S-I (0-200 TON ORDERS)	800	TN	\$99.20	\$79,360.00	\$120.00	\$96,000.00	\$167.00	\$133,600.00	\$137.80	\$85.42	\$165.00	\$132,000.00
10	ACSC TYPE S-I (>200 TON ORDERS)	1,000	TN	\$89.55	\$89,550.00	\$92.00	\$92,000.00	\$145.00	\$145,000.00	\$115.39	\$98.33	\$135.00	\$135,000.00
11	ACSC TYPE S-III (0-200 TON ORDERS)	800	TN	\$102.00	\$81,600.00	\$125.00	\$100,000.00	\$167.00	\$133,600.00	\$139.75	\$105.83	\$165.00	\$132,000.00
12	ACSC TYPE S-III (>200-800 TON ORDERS)	4,000	TN	\$88.60	\$354,400.00	\$100.00	\$400,000.00	\$145.00	\$580,000.00	\$112.90	\$93.33	\$118.00	\$472,000.00
13	ACSC TYPE S-III (>800 TON ORDERS)	20,000	TN	\$85.95	\$1,719,000.00	\$93.00	\$1,860,000.00	\$94.00	\$1,880,000.00	\$95.74	\$95.83	\$110.00	\$2,200,000.00
EAST AND WEST DISTRICTS:		*****	*****	*****	*****	*****	*****	*****	*****			*****	*****
14	PORTABLE MILLING MACHINE	85	HR	\$354.00	\$30,090.00	\$205.00	\$17,425.00	\$120.00	\$10,200.00	\$246.00	\$320.00	\$305.00	\$25,925.00
15	MILL EXIST. ASPH. PAVEMENT (<5,000 SY)	15	1/2 DAY	\$6,700.00	\$100,500.00	\$5,700.00	\$85,500.00	\$4,233.00	\$63,495.00	\$6,058.25	\$4,000.00	\$7,600.00	\$114,000.00
16	MANHOLE ADJUSTMENT	240	EA	\$160.00	\$38,400.00	\$170.00	\$40,800.00	\$150.00	\$36,000.00	\$170.00	\$200.00	\$200.00	\$48,000.00
17	ADJUST VALVE BOXES & MISC. STRUCTURES	130	EA	\$96.55	\$12,551.50	\$80.00	\$10,400.00	\$50.00	\$6,500.00	\$94.14	\$68.33	\$150.00	\$19,500.00
18	BOX OUT SHOULDER (AS PER DETAIL)	100	HR	\$152.00	\$15,200.00	\$95.00	\$9,500.00	\$182.00	\$18,200.00	\$159.75	\$102.00	\$210.00	\$21,000.00
19	REMOVE & RE-INSTALL WHEEL STOPS	275	EA	\$23.35	\$6,421.25	\$40.00	\$11,000.00	\$31.00	\$8,525.00	\$32.34	\$25.00	\$35.00	\$9,625.00
20	BITUMINOUS MATERIAL (PRIME COAT)	100	GAL	\$5.80	\$580.00	\$6.00	\$600.00	\$20.00	\$2,000.00	\$9.95	\$9.17	\$8.00	\$800.00
TOTAL:		*****	*****	*****	\$5,712,892.75	*****	\$6,265,925.00	*****	\$6,729,990.00	*****	*****	*****	\$7,661,725.00

**ANNUAL ASPHALT
MILLING AND RESURFACING CONTRACT
PROJECT NUMBER: 2013052
BID PROPOSAL**

√ Indicates items to be done by Bidder in accordance with Section 3(h) "Instructions to Bidders"
(SEE SUBMITTED BIDS FOR COMPLIANCE TO THIS CRITERIA)

TOTAL bid amount of work to be done by Bidder's own forces: _____

PERCENTAGE of the above total based on Total Base Bid: _____

The above breakdown of the related pay items shall be submitted with the bid. Bidders failing to submit said breakdown shall be rejected for reason of being non-responsive.

+ Indicates a discrepancy/error in the item quantity/amount.

Days to Complete: Calendar days will be on a Task Order Basis
Bids as read at opening of Tuesday, January 8, 2013; 2PM
All bids subject to OSBA SBE compliance and Board Approval.
Opened & Prepared by: Joseph M. Totino, Project Coordinator II
Checked by: David Young, P.E., Special Project Program Manager

- NOTES:**
1. All costs for Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items.
 2. Items 1, 2 and 8, MILL EXIST. ASPH. PAVEMENT (1") and (1 1/2"), per square yard, are based on a 1" or 1 1/2" depth of milling. In the event that other milling depths are required, the contract price for Mill Exist. Asph. Pavement will be adjusted in (1/2") increments.
 3. Item 14, PORTABLE MILLING MACHINE, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
 4. Item 16, MANHOLE ADJUSTMENT, each, may be accomplished using precast rings or other methods acceptable to the County.
 5. Item 19, REMOVE AND RE-INSTALL WHEEL STOPS, each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheels stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.