

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

Agenda Item #: 3-C-3

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

Meeting Date: February 9, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
Department:	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Submitted By: Engineering & Public Works		
Submitted For: Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Annual Asphalt Milling and Resurfacing Contracts (Contracts), Project No. 2015053, with Ranger Construction Industries, Inc., (Ranger), and Community Asphalt Corp. (Community), in an amount not to exceed the total value of \$11,000,000.

SUMMARY: Approval of these Contracts will provide services for maintenance of Palm Beach County (County) roadways and other facilities on an as needed basis. 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. Ranger is a County registered business. Community is a Miami-Dade County registered business, but they have a permanent business office within Palm Beach County. The Small Business Enterprise (SBE) goal for the project is 15%. The SBE participation committed for the project is 15.00% overall by Ranger and 15.07% overall by Community.

Countywide (MRE)

Background and Justification: Bids for the Contracts were received by the Palm Beach County Engineering Department on Tuesday, October 20, 2015. Ranger and Community (the only two bidders) were found to be low, responsive, and responsible bidders. The above Contract amount can be utilized over the total life of the Contracts for asphalt milling and resurfacing on projects throughout the County by various County departments. Two Contracts are being issued to facilitate expedient work order issuance and completion. The combined expenditure for both Contracts shall not exceed a cumulative total of \$11,000,000. The Contracts will be in effect for 12 months from the Board approval date and may be re-bid or extended for a defined period of time, not to exceed the 36 month total contract time. Due to expected work volume two contractors are necessary.

Attachments:

1. Contract pages C-1 and C-2 with Ranger
2. Contract pages C-1 and C-2 with Community
3. Contracts (6)
4. SBE Compliance Review
5. Bid Tabulation

Recommended by: *Ornelis A. Fernandez* *1/27/16*
Division Director Date

Approved By: *S. J. Webb* *2/1/16*
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
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-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No

**Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program**

Recommended Sources of Funds/Summary of Fiscal Impact:

<u>User Dept/Division</u>	<u>Budget Amounts</u>
Water Utilities	\$ 800,000
Parks & Recreation	\$ 200,000
Engineering	\$ 9,890,000
Airports	\$ 100,000
Fire Rescue	\$ 10,000
Total	\$ 11,000,000

Allocations to the various departments are a not to exceed amount and can be expended from various lines for various projects where budget is available. Work will be performed on a task order basis. **Total fiscal impact will not exceed \$11,000,000.

C. Departmental Fiscal Review: _____

Aluekovalaui

III. REVIEW COMMENTS

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

[Signature]
OFMB *JE 1/21*

[Signature]
Contract Dev. and Control *2/2/16*

**B. Approved as to Form
and Legal Sufficiency:**

[Signature]
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. 2016, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter "County"), and Ranger Construction Industries, Inc. of West Palm Beach, Florida, and their heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at 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. 2015053

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 Eleven Million Dollars (\$11,000,000.00) except as may be increased according to Section 9-11 of the Contract Specifications. This total value of work orders may be utilized over the life of the contract including any renewals and/or extensions.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within five (5) working days 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: _____
, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Ornelis A. Fernandez
APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
(witness signature)

Ranger Construction Fnd, Inc
(Corporate Name)

Dianne L. Beasley
(witness name printed)

a FLORIDA corporation
(insert state of incorporation)

Cindy Steadman
(witness signature)

By: *[Signature]*
(signature)

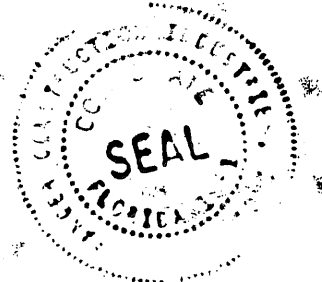
Cindy Steadman
(witness name printed)

Ponch Frank
(print signatory's name)

Its Vice President
(print title)

(date)

(Corporate Seal)



ANNUAL CONTRACT

STATE OF FLORIDA)

) SS

COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____, A.D. 2016, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter "County"), and Community Asphalt Corp. of West Palm Beach, Florida, and their heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at 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. 2015053

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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: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
(witness signature)

Tina M. Laws
(witness name printed)

[Signature]
(witness signature)

Aracil M. Gomez
(witness name printed)

* [Signature]
APPROVED AS TO TERMS
AND CONDITIONS

Community Asphalt Corp.
(Corporate Name)

a Florida corporation
(insert state of incorporation)

By [Signature]
(signature)

John Morris
(print signatory's name)

Its President
(print title)

(date)

(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**
Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator
Verdenia C. Baker

DATE: November 12, 2015
TO: Holly B. Knight, P.E., Contracts Section
Manager
Roadway Production Division
Through: Tonya Davis Johnson, Director Office of Small
Business Assistance
FROM: Tanoy Williams, Compliance Specialist II
SUBJECT: **Compliance Review on Project No. 2015053
Annual Asphalt Milling and Resurfacing Contract**

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

LOW BIDDER: **RANGER CONSTRUCTION INDUSTRIES, INC.**
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: 561-793-9400
Bid Opening: October 20, 2015
Bid Amount: \$5,632,037.50
Goal: 15% Overall
Goal Achieved: 15.00%

SBE Participation:

(SB) Eastman Aggregates	\$280,200.00	4.98%
(SB) Wynn & Sons	\$564,605.63	10.02%
	\$844,805.63	15.00%



2ND LOW BIDDER:

COMMUNITY ASPHALT CORP.

7795 Hooper Road
West Palm Beach, FL 33411

Phone:

561-790-6467

Bid Amount:

\$5,688,481.25

Goal:

15.00 Overall

Goal Achieved:

15.07%

SBE Participation:

(SB) Sirdar Trucking	\$339,877.00	5.97%
(BL) O.C. Unlimited	\$163,657.98	2.88%
(SB) Fine-line Construct	\$ 70,954.00	1.25%
(HB) Tru-Trucking	<u>\$282,843.92</u>	<u>4.97%</u>
	\$857,332.90	15.07%

EVALUATION

The low bidder, **RANGER CONSTRUCTION INDUSTRIES, INC.** has met the SBE goal for this project.

The second low bidder, **COMMUNITY ASPHALT CORP.**, has met the SBE goal for this project and falls within the range for ranking of responsive bidders.

cc: Helene Hvizd, Chief Assistant County Attorney
File

**ANNUAL ASPHALT MILLING AND RESURFACING CONTRACT
PBC PROJECT #2015053**

AVERAGE OF BID ITEMS	ENGINEERS ESTIMATE	Ranger Construction Industries, Inc.		Community Asphalt Corp.	
UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
REGULAR PAY ITEMS									
EAST DISTRICT									
1	Mill Existing Asphalt Pavement (1")	200,000	SY	\$1.58	\$1.50	\$1.65	\$330,000.00	\$1.50	\$300,000.00
2	Mill Existing Asphalt Pavement (1.5")	30,000	SY	\$1.68	\$2.25	\$1.75	\$52,500.00	\$1.60	\$48,000.00
3	ACSC Type S-I (0-200 Ton Orders)	400	TN	\$117.50	\$115.00	\$120.00	\$48,000.00	\$115.00	\$46,000.00
4	ACSC Type S-I (>200 Ton Orders)	800	TN	\$87.00	\$105.00	\$91.00	\$72,800.00	\$83.00	\$66,400.00
5	ACSC Type S-III (0-200 Ton Orders)	1,000	TN	\$123.00	\$115.00	\$125.00	\$125,000.00	\$121.00	\$121,000.00
6	ACSC Type S-III (>200 - 800 Ton Orders)	2,000	TN	\$95.00	\$110.00	\$93.00	\$186,000.00	\$97.00	\$194,000.00
7	ACSC Type S-III (> 800 Ton Orders)	10,000	TN	\$94.50	\$105.00	\$93.00	\$930,000.00	\$96.00	\$960,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,000	TN	\$125.00	\$115.00	\$125.00	\$125,000.00	\$125.00	\$125,000.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	3,000	TN	\$99.00	\$110.00	\$99.00	\$297,000.00	\$99.00	\$297,000.00
10	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	16,000	TN	\$96.50	\$105.00	\$94.00	\$1,504,000.00	\$99.00	\$1,584,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	400	TN	\$122.50	\$115.00	\$120.00	\$48,000.00	\$125.00	\$50,000.00
12	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	800	TN	\$91.00	\$105.00	\$93.00	\$74,400.00	\$89.00	\$71,200.00
13	Hot in Place Recycled Asphalt (see SP's)	30,000	SY	\$5.95	\$2.50	\$5.50	\$165,000.00	\$6.40	\$192,000.00
14	Recycling Agent for Hot in Place Recycled Asphalt (see SP's)	5,625	Gal	\$3.98	\$4.00	\$4.20	\$23,625.00	\$3.75	\$21,093.75
WEST DISTRICT									
15	Mill Existing Asphalt Pavement (1")	20,000	SY	\$1.63	\$1.50	\$1.75	\$35,000.00	\$1.50	\$30,000.00
16	Mill Existing Asphalt Pavement (1.5")	1,000	SY	\$2.85	\$2.50	\$4.00	\$4,000.00	\$1.70	\$1,700.00
17	ACSC Type S-I (0-200 Ton Orders)	500	TN	\$120.00	\$115.00	\$125.00	\$62,500.00	\$115.00	\$57,500.00
18	ACSC Type S-I (>200 Ton Orders)	5,000	TN	\$92.50	\$105.00	\$93.00	\$465,000.00	\$92.00	\$460,000.00
19	ACSC Type S-III (0-200 Ton Orders)	500	TN	\$121.75	\$115.00	\$130.00	\$65,000.00	\$113.50	\$56,750.00
20	ACSC Type S-III (>200 - 800 Ton Orders)	500	TN	\$101.00	\$110.00	\$94.00	\$47,000.00	\$108.00	\$54,000.00
21	ACSC Type S-III (> 800 Ton Orders)	500	TN	\$97.50	\$105.00	\$93.00	\$46,500.00	\$102.00	\$51,000.00
22	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	500	TN	\$127.50	\$115.00	\$130.00	\$65,000.00	\$125.00	\$62,500.00
23	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	500	TN	\$105.00	\$110.00	\$100.00	\$50,000.00	\$110.00	\$55,000.00
24	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	500	TN	\$100.00	\$105.00	\$96.00	\$48,000.00	\$104.00	\$52,000.00
25	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	500	TN	\$127.00	\$115.00	\$130.00	\$65,000.00	\$124.00	\$62,000.00
26	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	1,000	TN	\$94.50	\$105.00	\$94.00	\$94,000.00	\$95.00	\$95,000.00
27	Hot in Place Recycled Asphalt (see SP's)	60,000	SY	\$4.45	\$2.50	\$3.80	\$228,000.00	\$5.10	\$306,000.00
28	Recycling Agent for Hot in Place Recycled Asphalt (see SP's)	11,250	Gal	\$3.95	\$4.00	\$4.15	\$46,687.50	\$3.75	\$42,187.50
EAST AND WEST DISTRICTS									
29	Off Duty Police Officer	200	HR	\$61.00	\$60.00	\$70.00	\$14,000.00	\$52.00	\$10,400.00
30	Portable Milling Machine	85	HR	\$176.00	\$375.00	\$210.00	\$17,850.00	\$142.00	\$12,070.00
31	Mill Existing Asphalt Pavement (<5,000 SY)	15	1/2 Day	\$7,237.50	\$7,000.00	\$5,800.00	\$87,000.00	\$8,675.00	\$130,125.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	5,000	CY	\$2.00	\$5.00	\$3.00	\$15,000.00	\$1.00	\$5,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	5,000	CY	\$0.50	\$1.00	\$2.00	\$10,000.00	-\$1.00	-\$5,000.00
34	Manhole Adjustment	240	EA	\$172.00	\$200.00	\$180.00	\$43,200.00	\$164.00	\$39,360.00
35	Adjust Valve Boxes & Misc. Structures	130	EA	\$79.50	\$105.00	\$75.00	\$9,750.00	\$84.00	\$10,920.00
36	Box Out Shoulder (as per detail)	100	HR	\$134.00	\$160.00	\$140.00	\$14,000.00	\$128.00	\$12,800.00
37	Remove and Re-install Wheel Stops	275	EA	\$34.00	\$25.00	\$35.00	\$9,625.00	\$33.00	\$9,075.00
38	Bituminous Material (Prime Coat)	100	Gal	\$5.00	\$7.00	\$6.00	\$600.00	\$4.00	\$400.00
39	Premium for work within Railroad rights-of-way (see footnote)	20	EA	\$2,750.00	\$3,000.00	\$5,400.00	\$108,000.00	\$100.00	\$2,000.00

TOTAL BID AMOUNT

\$5,632,037.50

\$5,688,481.25

Negative unit price proposed

**ANNUAL ASPHALT MILLING AND RESURFACING CONTRACT
PBC PROJECT #2015053**

*THE ITEMS AND QUANTITIES SHOWN, SHALL GOVERN OVER THE PLANS.
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.*

PAY ITEM FOOTNOTES:
All costs for Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.
Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.
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.
Manhole Adjustment, each, may be accomplished using precast rings or other methods acceptable to the County.
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 wheel 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.
Palm Beach County reserves the right to acquire millings at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).
Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.
Premium for work within Roailroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

*Working days to complete project: TBD as tasks are assigned
Bids as read at opening on Tuesday, October 20, 2015; 2:00 PM
All bids subject to OSBA SBE compliance and Board Approval.
Prepared by: Will Carey, Project Coordinator I
Checked by: Holly B. Knight, P.E., Contracts Section Manager*