

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2619.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM ARROW ASPHALT & ENGINEERING, INC. FOR MILLING AND RESURFACING OF GOLDEN BEACH DRIVE; PURSUANT TO SECTION 2-275, SUBSECTION 3 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to resurface Golden Beach Drive in its entirety (not the side streets, parkways or Islands) ("Project"); and

WHEREAS, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances ("Code") is impractical and not in the best interest of the Town; and

WHEREAS, the Administration did receive three proposals for the project to ensure competitive pricing, copies attached hereto as Exhibit "A"; and

WHEREAS, the Town Council desires to engage Arrow Asphalt & Engineering, Inc. ("Contractor") to perform construction services ("Services") for the Project; and

WHEREAS, Contractor has presented the Town with a proposal, attached hereto as Exhibit "B" and incorporated herein by reference, ("Proposal") to perform the Services; and

WHEREAS, the Town Council desires to authorize the Town Manager to enter into an agreement with the Contractor consistent with the Proposal; and

WHEREAS, the Town Council has determined that the Proposal is acceptable and will well serve the needs of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted and confirmed.

Section 2. Proposal Approved. The Town Council hereby approves of the Proposal.

Section 3. Waiver of Competitive Bidding. The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

Section 4. Implementation. The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

Section 5. Authorization. The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal(s) in an amount not to exceed \$200,000.00, subject to the approval of the Town Attorney as to form, content, and legality.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Bernstein, seconded by Councilmember Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Absent</u>
Councilmember Bernard Einstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 17th day of June, 2019.


MAYOR GLENN SINGER

ATTEST:


LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


STEPHEN J. HELFMAN
TOWN ATTORNEY

PROPOSAL

CTL# 5597

Arrow Asphalt & Engineering, Inc.

3051 N.W. 129 Street Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO:

Date: Thursday, June 13th, 2019

Client Information

Alexander Diaz
Town of Golden Beach
1 Golden Beach Drive
Golden Beach, FL 33160
(305) 932-0744 Email: alexdiaz@goldenbeach.us

Job Site Information

Street Milling and Paving
Golden Beach Drive
Golden Beach, FL

We hereby submit specifications and estimates to perform work at the above job site:

1. Mobilization and General Conditions.....\$ 2,500.00
2. Mill 1" of Asphalt on entire roadway. Load and dispose of debris. Apply RC 70 tack coat. Pave damaged areas with 1" thick type S-3 hot plant mix asphalt. Compact new asphalt with 5 ton roller. Approx. 106,660 SF.....11851.54.....\$ 117,326.00
3. Key Joint Milling.....Saving.....<\$ 6,000.00>
4. Repaint all Temporary markings to existing format using DOT approved latex traffic paint...\$ 3,703.20
5. Install thermo plastic pavement markings to plan format 30 days after completion.....\$ 6,138.00
6. Brick Paver protection with 10 mill plastic and sand.....\$ 5,950.00
7. MOT.....\$ 4,950.00
8. Clean-up and Restoration.....Included

Total: \$ 140,567.20

[Add cost of permit to total if required, any additional work will be an extra]

We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of:

One Hundred Forty Thousand, Five Hundred Sixty Seven Dollars and 20/100 (\$140,567.20) with 50% deposit, and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature: _____

Date: _____

AUTHORIZED SIGNATURE:

Arrow Asphalt & Engineering, Inc

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or detritious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. **DEPOSIT IS NON-RE FUNDABLE**
- 3.) All material guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinklers or utilities, sod, landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilizations are additional costs to the contract. Additional mobilizations are \$900.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.

Initial _____

Paving Commercial/ Owner Responsibility & Conditions

1.) Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15am unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and be on call to remove cars from the scheduled work area. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$2,500.00

2.) Site service: The management company / property owner is responsible to notify all landscapers and garbage companies to not show up in the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.

3.) Rain: If it is raining the day of scheduled service, assume we will not be coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact our representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.

4.) Sprinklers: Should be off 24 hours prior and 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.

5.) Drainage: Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

6.) Asphalt Over-Runs: Will be billed to owner at \$125.00 per ton.

Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.

7.) Reflective Cracking: Arrow Asphalt and Engineering will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked conditions of the existing asphalt pavement.

8.) Driving on surface: Once you start driving on paved/ sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on freshly paved/ sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend with surrounding surface.

Other Terms and Conditions:

1.) 90% of contract amount and change orders must be paid prior to completing punch list items and/ or any changes for additional work required by cities or municipalities.

2.) Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at the commencement of the work will be relocated on site and billed to the Owner/Authorized Agent

3.) Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by management/ Board President/ Building Owner (whichever applies.)

4.) Arrow Asphalt and Engineering will not be responsible for paint adhesion to car stops that have not been pressure cleaned.

5.) Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.

8.) Additional mobilization to be billed at \$900.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

Initial _____

9.) Additional mobilizations to be billed at \$2,300.00 each for Concrete Services. This charge may be billed due to, but not limited to site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing.

10.) Additional mobilizaions to be billed at \$1,500.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

11.) Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

Please note any particular forms, documents, and/or procedures required prior to release of payment:



GOLDEN BEACH: 1" MILLING AND RESURFACING

ATT: Mr. ALEX DIAZ, TOWN MANAGER

DATE: June 5th, 2019

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>UP</i>	<i>Total</i>
1	GENERAL CONDITIONS AND MOBILIZATION GENERAL CONDITIONS AND MOBILIZATION COSTS (Additional Mobs \$2,500)	1	LS	5,000.00	5,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	3,500.00	3,500.00
3	MILL & RESURFACE (1") GOLDEN BEACH DRIVE Include mill, load and dispose of debris, apply tack coat and 1"thick SP 9.5 Asphalt	11,990	SY	15.00	179,850.00
4	PAVERS PROTECTION Include sand for protection, cleaning and dispose	3,210	SY	4.00	12,840.00
5	PAVEMENT MARKINGS (THERMO)	1	LS	9,800.00	9,800.00
6	CLEAN-UP AND RESTORATION	1	LS	9,500.00	9,500.00
TOTAL PRICE					220,490.00

EXCLUSIONS AND CLARIFICATIONS:

All work described above must be performed under one mobilization.

Final contract amount will be based on completed and accepted quantities based on above unit prices.

Performance bond not included. Add 2.75% if required.

All work to be performed during daylight hours. Add 1.5 x labor costs for night work.

Fees for plant opening at night not included.

Permit fees by owner.

If needed, Town to provide for police services at no cost to SEC.

Owner to provide staging area.

Cost of restoration work (other than sod) of affected areas to be priced by SEC and approved by the Town prior SEC performing the restoration work.

Testing by owner.

Minimum charge for milling is \$6500.00 per day.