

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2847.22**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH PAVING OLIVA & ASSOCIATES FOR ROADWAY IMPROVEMENTS WITHIN SOUTH ISLAND DRIVE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council wishes to engage Paving Oliva & Associates (“Oliva”) to perform certain roadway improvements to the area known as South Island Drive, which improvements consist of milling and resurfacing and road base restoration (the “Work”), for an amount not to exceed \$69,395.00; and

**WHEREAS**, Oliva has agreed to perform the Work; and

**WHEREAS**, the Town and Oliva wish to enter into a contract for the Work, pursuant to the terms of the proposal attached hereto as Exhibit "A" to this Resolution (the "Proposal"); and

**WHEREAS**, the Work is exempt from competitive bidding under Florida law, and it is otherwise impractical to competitively bid the Work; and

**WHEREAS**, the Town Council has determined that it is in the best interests of the Town to make the roadway improvements, and to approve a contract with Oliva;

**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, confirmed and incorporated herein.

**Section 2. Authorization and Approval.** The Town Council hereby authorizes and approves a contract with Oliva pursuant to the terms of the Proposal attached hereto as Exhibit "A," authorizes the Mayor to execute the contract on behalf of the Town once approved as to form and legal sufficiency by the Town Attorney, and authorizes the expenditure of funds as detailed in the attached Proposal.

**Section 3. Waiver of Competitive Bidding.** Pursuant to the Town's Ordinance No. 540.09, the Town Council hereby finds that it is impractical to competitively bid the Work and not in the best interests of the Town.

**Section 4. Implementation.** The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

Sponsored by **Town Administration.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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


**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 22<sup>nd</sup> day of November, 2022.

  
\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

# PAVING OLIVA & ASSOCIATES

## INVOICE

pavingoliva@gmail.com

**Attention:** Alexander Diaz

**Date:** 11/09/2022

**Project Title:** Mill and Pave South Island Drive

Description	Quantity	Unit Price	Cost
Mobilization and General Conditions.	31,000 SF		\$2,400.00
Mill 1" of Asphalt to entire roadway. Load and dispose of debris. Apply RC 70 tack coat. Re-pave with 1" thick type SP-9.5 hot plant mix asphalt with 5-ton roller and 8-wheel rubber tire.	31,000 SF		\$45,900.00
Repaint all temporary markings to existing format using DOT approved latex paint.			\$900.00
Install thermos plastic pavement markings to plan format 15 days after completion.			\$2,250.00
Brick paver protection with 10 mil plastic and sand.			\$2,600.00
M.O.T			\$950.00
Clean up and restore broken concrete slabs.			\$1,800.00
4% Fuel Charge			\$2,780.00
Roadway requires additional base restoration at intersection. Leveling of asphalt to accommodate differences of elevations.	31,000 SF		\$9,815.00
		<b>Total</b>	<b>\$69,395.00</b>

Thanks for doing business with us , we will need 50% of the money at the beginning of job & the final 50% upon completion. Job will be complete in 3 Days & when seal coating & Striping is done THERE MUST BE NO PARKING FOR 1 DAY!

Accepted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

# PROPOSAL

CTL# 12346

## Arrow Asphalt & Engineering, Inc.

3050 N.W. 129th Street, Opa Locka, FL 33054  
(305) 688-8686 Voice (305) 688-8484 Fax

**PROPOSAL SUBMITTED TO:**

**Date: Friday, August 5, 2022**

Client Information

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

Job Site Information

Mill and Pave  
South Island 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 on South Island Drive. Load and dispose of debris. Apply RC 70 tack coat. Re-Pave roadways with 1" thick type SP-9.5 hot plant mix asphalt. Compact new asphalt with 5 ton roller and 8 wheel rubber tire. Approx. 31,000 SF.....	\$ 44,950.00
3. Repaint all Temporary markings to existing format using DOT approved latex traffic paint.....	\$ 685.00
4. Install thermo plastic pavement markings to plan format 15 days after completion.....	\$ 2,100.00
5. Brick Paver protection with 10 mill plastic and sand.....	\$ 2,550.00
6. MOT.....	\$ 950.00
7. Clean-up and Restoration.....	\$ 1,500.00
8. 4% Fuel Charge.....	\$ 2,209.40
<b>Total:</b>	<b>\$57,444.40</b>

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

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of: Fifty Seven Thousand, Four Hundred Fourty Four Dollars and 40/100 (\$57,444.40 ) 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:

AUTHORIZED SIGNATURE:

Signature: \_\_\_\_\_

Arrow Asphalt & Engineering, Inc

Date: \_\_\_\_\_

# **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 detrious 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 preformed 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 sprinkler's 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 mobilization are additional costs to the contract. Additional mobilizations are \$1,000.00 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.
- 15.) **Due to the instability in today's market, Arrow Asphalt & Engineering, Inc. cannot guarantee unit prices for any materials, All increases in material costs will be added to cost of contract.**
- 16.) **Asphalt unit price predicated on asphalt costing \$110.00 per ton, asphalt will be requoted at time of installation and client to be responsible for difference in cost plus 15% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.**

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 \$150.00 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 \$1,000.00 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 \$3,000.00 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 \$2,000.00 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.) Saturday mobilizations will be an additional \$1,500.00.

12.) 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:

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_