

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2566.18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM BEJAR CONSTRUCTION, INC. FOR RENOVATION OF THE TOWN'S BEACH FACILITIES; 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 portions of the Town's streets and parking lots ("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 two proposals for the project to ensure competitive pricing, copies attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council desires to engage Bejar Construction, 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 in an amount not to exceed \$53,426.00, 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 Councilmember Bernstein, seconded by Councilmember Lusskin, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Absent</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida this 21<sup>st</sup> day of August, 2018.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 21, 2018

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manger

**Subject:** Resolution 2566.18 – Approving the Proposal from Bejar  
Construction, Inc. to Resurface Portions of the Town's roads

Item Number:

15

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### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2566.18 as presented.

### Background:

When the Town installed the new streets on Ocean Boulevard and Golden Beach Drive, we did not mill and resurface the East or West lots. We also recently delivered the Strand Entrance Project, which did not include milling and resurfacing of the street in that area.

We are recommending that we mill and resurface the areas identified in the attached proposals.

Preparing a bid package, advertising a bid and going through a formal bid process for this scope of work is both impractical and very costly. We do believe in competitive bidding, but saving resources is also vital to our ability to add additional programs and projects.

However, we did get two proposals from companies that we have utilized and have been through our formal bid process in the past. Both also currently have existing contracts with other cities and we know them to be responsible vendors.

### Fiscal Impact:

Total Price of Project is \$53,426.00

# BEJAR CONSTRUCTION, INC.

6326 S.W. 191 Avenue  
Pembroke Pines, Florida 33332  
CGC059731

July 23, 2018

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160  
Att: Mr. Alex Diaz

Re: Golden Beach Strand Entrance, Pavilion Parking Lot and Parking Lot South of Guard house Resurfacing

This proposal is for the Project referenced above and more particular defined by the Scope of Work comprised for this proposal, its attachments, and other Contract Documents incorporated by reference.

Therefore, we propose to furnish the following:

**01 – General Conditions:**

- 1) **Site Supervision and Management**
- 2) **Insurance (General Liability and Worker Compensation)**

**02 – Scope of Work:**

- a) **See attached scope of work from Atlantic Southern Paving and Seal Coating**
- b) **M.O.T. as required.**

Not Included:

- 1) **Permit Fee**

**Total Price of Project: \$53,426.00 Fifty Three Thousand, Four Hundred Twenty Six Dollars and 00/100.**

Time: The duration of the work to achieve substantial completion will be 30 days

Terms: Net 30 days as per approved schedule of value.

Clarification:

- No Hazmat Abatement
- Day Shift Work Only
- No Overtime Included
- No Architectural Services Included
- No Design Fee Included

Expiration: This proposal shall remain open for 30 days.

Attachment(s): Cost Breakdown

Please contact me at 786-299-1072 or via e-mail [Bejarconstruction@msn.com](mailto:Bejarconstruction@msn.com) if you have any questions or require additional information.

Thank you

Benny Bejar  
President

ACCEPTANCE OF PROPOSAL

The Scope described above supersedes any and all prior communication about this work, and shall be performed on a Fixed Price (also known as Lump Sum) basis as presented above. By accepting this Proposal, Customer understands that changes To the Scope for any reason not controlled by Bejar Construction, Inc. may result in additional charges. Invoices for Work Completed shall be presented at least monthly and shall be due within 30 days. In the event that controversy pursuant to this Contract results in litigation, the parties agree to waive their right to trial by jury, and the prevailing party shall be entitled to Recovery of its attorney's fees and costs incurred pre-suit, in litigation, and any appeals which ensue, together with interest On all unpaid amounts at 1 ½% per month.

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

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

# Pavement Maintenance Proposal

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**Bejar Construction**

**Benny Bejar**

**Project:**

**Bejar Construction**

6326 sw 191st ave  
Fort Lauderdale, FL 33332



Marcel Archer  
Account Manager

# Your Pavement Contractor

## Company Info



Atlantic Southern Paving and Sealcoating  
6301 W Sunrise Blvd  
Sunrise, FL, 33313

P: 954-581-5805

F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

## Contact Person

Marcel Archer  
Account Manager  
[marcel@atlanticsouthernpaving.com](mailto:marcel@atlanticsouthernpaving.com)  
Cell: 954-405-2929  
Office 954-581-5805 Ext 212

## About Us

### **We Solve Problems and Make Complicated Simple!**

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

**Atlantic Southern Paving & Sealcoating** provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us : [CLICK HERE](#)

**FDOT Certified Contractor**



# Proposal: Bejar Construction



## Mill and Pave

1. The area under consideration for milling comprises of approximately 27,511 sq. ft. at an average depth of 1 inch(es).
2. The area under consideration for paving comprises of approximately 27,511 square feet.
3. All surfaces to be paved will be cleaned of all loose materials, dirt etc.
4. Removal and disposal of all excavated material.
5. Apply a DOT approved tack coat to promote adhesion between existing asphalt base and the new pavement surface we are installing.
6. **New Pavement Installation:** Apply S-III hot mix asphalt compacted to an average of inch(es).
7. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
8. **Compaction:** Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.
9. **Parking Blocks:** This proposal includes the setting aside and putting back all parking blocks. We will do everything possible not to damage any parking block, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.
10. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
11. **Mobilization(s):** This project includes 2 mobilization(s).

Total Price for this item: \$47,376.00

## Line Striping

1. **STRIPING:** Apply DOT approved latex paint, restriping the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.
3. If sealcoating, we will stripe the parking area after the sealcoating material has cured.

Total Price for this item: \$1,193.00

## Site Plan



**Notes:**

# Price Breakdown: Bejar Construction



Please find the following breakdown of all services we have provided in this proposal. This proposal originated on July 23, 2018.

Item	Description	Cost
1	Mill and Pave	\$47,376.00
2	Line Striping	\$1,193.00
<b>Total:</b>		<b>\$48,569.00</b>

## Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

## Payment Terms

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

**(A signed proposal and deposit are required prior to scheduling of the work)**

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

\_\_\_\_\_  
Benny Bejar | Owner  
Bejar Construction  
6326 sw 191st ave  
Fort Lauderdale, FL , 33332  
[bejarconstruction@msn.com](mailto:bejarconstruction@msn.com)  
C: 954-431-5981  
O: 954-431-5981

\_\_\_\_\_  
Marcel Archer | Account Manager  
[marcel@atlanticsouthernpaving.com](mailto:marcel@atlanticsouthernpaving.com)  
C: 954-405-2929  
Atlantic Southern Paving and Sealcoating  
6301 W Sunrise Blvd  
Sunrise, FL, 33313  
P: 954-581-5805 Ext 212  
F: 954-581-0465  
<http://www.atlanticsouthernpaving.com>

# Additional Info: Bejar Construction



## Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on 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.
2. 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.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: Broward, Dade, Lee, Charlotte, Collier and Palm Beach - \$500 Min.  
This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
6. 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.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to car stops that have not been pressured cleaned.
8. 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.
9. Additional mobilization(s) to be billed at \$1,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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 mobilization(s) to be billed at \$1,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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.
11. Additional mobilization(s) to be billed at \$4,500 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the 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. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
12. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
13. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.**
14. Owner agrees to pay asphalt over-runs at \$125.00 per ton.
15. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton
16. **Crack Sealing**: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
17. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
18. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
19. Plans, engineering, layout, testing, bonds and as-builts by others.
20. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
21. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work

# Proposal: Bejar Construction



will be performed.

22. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
23. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid invoice past due at least (30) thirty days.
24. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
25. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one (1) year warranty on materials and workmanship. Normal wear and tear is not covered under this warranty.

## 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 7:15 am, 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 must be on call to remove cars from the scheduled work zone. If any cars are left on 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 (\$4,500 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on 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's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your 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 until 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:** Atlantic Southern Paving and Sealcoating 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.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. De-mucking and removal of unsuitable materials not included.
10. **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 a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

## Line Striping & ADA Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, 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 must be on call to remove cars from the scheduled work zone. If any cars are left on 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 (\$500 for Striping)***
2. Line striping will match all existing pavement markings unless approved changes are made by owner(s) or an authorized owner's representative.
3. Atlantic Southern is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the

# Proposal: Bejar Construction

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material has cured properly.

4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. Atlantic Southern Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

# Attachments

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Please click any of the links below to view and print all documents.

## Company Attachments

[About Us](#)

[Certificate of Insurance 2018](#)

[Customer Reference- Local](#)

[Customer Testimonials](#)



**GOLDEN BEACH: PARKING LOTS & THE STRAND, 1" MILLING AND RESURFACING. RESTORATION**

**ATT: Mr. ALEX DIAZ, TOWN MANAGER**

**DATE: July 25th, 2018**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>UP</b>	<b>Total</b>
1	<b>GENERAL CONDITIONS AND MOBILIZATION</b> General Conditions and Mobilization Costs	1	LS	3,000.00	3,000.00
2	<b>MAINTENANCE OF TRAFFIC</b>	1	LS	1,000.00	1,000.00
3	<b>MILL &amp; RESURFACE (1") OF CITY STREETS</b> Include mill, load and dispose of debris, apply tack coat and 1" thick SP 9.5 Asphalt	3,015	SY	18.90	56,983.50
4	<b>LOOPS RESTORATION</b>	6	EA	650.00	3,900.00
5	<b>PAVEMENT MARKINGS</b> Parking Lots in Paint The Strand in Thermo ( Min. Charge)	1	LS	3,800.00	3,800.00
6	<b>CLEAN-UP AND RESTORATION</b> Include replace damaged wheel stops (16un)	1	LS	1,500.00	1,500.00
<b>TOTAL PRICE</b>					<b>70,183.50</b>

**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.
- All milling to be completed in one mobilization. Additional milling mobilizations. \$4,500.00 each.





Milling + Asphalt 1"

455	SY
200	SY
1,170	SY
1,040	SY
150	SY
<hr/>	
3,015	SY