

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2901.23

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT WITH ARROW ASPHALT & ENGINEERING, INC. FOR ROADWAY IMPROVEMENTS WITHIN SOUTH PARKWAY & THE STRAND ENTRANCE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Arrow Asphalt & Engineering, Inc. ("Arrow") to mill and resurface the area known as South Parkway and sealcoat The Strand Entrance (the "Work"), for an amount not to exceed \$70,014.00; and

WHEREAS, the Town and Arrow 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 Arrow.

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 Arrow 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.**

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of September, 2023.



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

MEMORANDUM

Date: September 26, 2023

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

9

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 2901.23 – Approving contract with Arrow Asphalt & Engineering, Inc. for the roadway milling and resurfacing the entire South Parkway and sealcoating The Strand.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2901.23 as presented.

Background:

Maintaining the infrastructure the Town has installed as part of our Capital Improvement Projects is just as important as the original projects themselves. This is why the Town has a robust maintenance program to ensure that our roads and streets are being evaluated frequently for proper drainage and that our catch basins perform as designed.

Over the years, the settlement of the roadway creates depressed areas around storm water structures, requiring occasional restoration efforts such as milling and resurfacing. The town has conducted a detailed evaluation of South Parkway and has found that it is need of repair. Milling and resurfacing of this roadway is due in order to avoid potential deterioration of the sub-base.

Additionally, The Strand entrance west of the guard house is in need of a new sealcoat. As this entry receives the bulk of travel, we feel is it should receive an additional layer of protection.

Fiscal Impact:

An amount not to exceed \$70,014.00, coming out of the Town's Street Repair and Maintenance Fund.

PROPOSAL

CTL# 14522

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, September 8, 2023

Client Information

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

Job Site Information

Sealcoat & Stripe
The Strand Entry
Golden Beach, FL

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

1. Clean asphalt with power broom. Burn all oil spots with torch and prime with Neyra Primer. Sealcoat by hand and with machine using Neyra Jennite AE 4 lbs. of 30/45 silica sand per gallon. Apply 2nd spray coat using above mixture in 2 mobilizations. Approx. 6,813 SF.....\$1,800.00
2. Repaint all pavement markings to existing format using DOT approved latex traffic paint and Thermoplastic after 15 days, install new RPM's (40).....\$2,300.00
3. Police Officer Rental for 24 hr period x 2 days.....\$4,080.00
4. MOT.....\$500.00

Total: \$8,680.00

[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: Eight Thousand Six Hundred Eighty Dollars and 00/100(\$8,680.00) Signature and PO# Required. and remaining balance payment due upon completion of job.

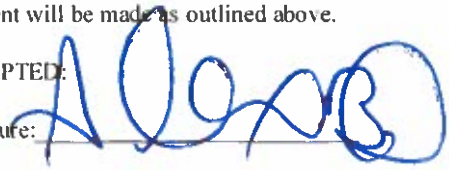
ACCEPTANCE OF PROPOSAL

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 deteriorious 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 \$1,200.00 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 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 \$1,200.00 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 \$2,500.00 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.) Saturday mobilizations will be an additional \$2,000.00.

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:

Initial _____

PROPOSAL

CTL# 14274

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: Thursday, September 20th, 2023

Client Information

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

Job Site Information

Mill & Pave
South Parkway
Golden Beach, FL

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

- 1. Mobilization & General Conditions.....\$1,500.00
- 2. Mill 1" of asphalt on entire roadways on South Parkway. Load and dispose of debris. Apply RC 70 tack coat. Re-pave roadways with 1" thick type SP 9.5 hot plant asphalt mix in single mobilization. Compact new asphalt with 5 ton roller and 8 wheel rubber tire.
Approx. 48,400 SF.....\$51,925.00
- 3. Repaint all temporary markings to existing conditions using approved DOT Latex paint.....\$800.00
- 4. Install Thermoplastic pavement markings to plan format 15 days after completion.....\$1,800.00
- 5. Brick Paver protection with 10 mill plastic and sand.....\$1,950.00
- 6. MOT.....\$500.00
- 7. Clean-up and Restoration.....\$500.00
- 8. Fuel Charge & Supervision.....\$2,359.00

Total: \$61,334.00

[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: Sixty One Thousand Three Hundred Thirty Four Dollars and 00/100 (\$61,334.00) Signature with PO# Required, and remaining balance payment due upon completion of job.

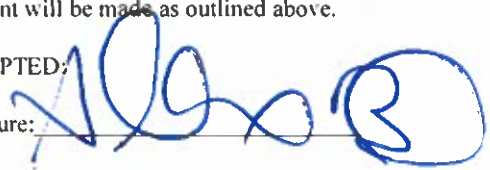
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Initial _____