

RESOLUTION NO. 16 - 2380

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED PROPOSAL/CONTRACT TO M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING; TO MILL AND PAVE 88TH STREET EAST OF COLLINS AVENUE; AUTHORIZING THE TOWN MANAGER AND/OR DESIGNEE TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$18,294.00 FROM THE FISCAL YEAR 2015/2016 TRANSPORTATION FUND ACCOUNT NO. 107-8500-549-4911; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, access to 88th Street east of Collins was recently opened up to the hard pack for emergency access; and

WHEREAS, the road surface on 88th Street east of Collins Avenue, which is located in the public right of way, is in need of repair; and

WHEREAS, the Town received three bids (Attachment "A") for the restoration of the 88th Street east of Collins Avenue as follows:

- | | |
|--|-------------|
| 1) M&M Asphalt Maintenance, Inc. d/b/a All County Paving | \$18,294.00 |
| 2) Impact Site Development of Florida, LLC. | \$21,625.80 |
| 3) Marks Brothers, Inc. | \$28,028.50 |

WHEREAS, the Director of Public Works recommends to award the proposal/contract to M&M Asphalt Company d/b/a All County Paving to mill and pave 88th Street east of Collins Avenue; and

WHEREAS, it is in the best interest of the Town to award the proposal/contract to M&M Asphalt Maintenance, Inc. d/b/a All County Paving and to approve and authorize the expenditure of funds in the amount not to exceed \$18,294.00 from the Fiscal Year 2015/2016 Transportation Fund Account No. 107-8500-549-4911 for the restoration of the 88th Street.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Award Proposal/Contract. The Town Commission awards the proposal/contract to M&M Asphalt Maintenance, Inc. d/b/a All County Paving to mill and pave 88th Street east of Collins Avenue (Attachment "A").

Section 3. Authorization and Approval to Expend Funds. The Town Manager and/or designee are authorized to expend funds in an amount not to exceed \$18,294.00 from the Fiscal Year 2015/2016 Transportation Fund Account No. 107-8500-549-4911.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED on this 14th day of June, 2016.

Motion by Commissioner Paul,

Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky

yes

Commissioner Michael Karukin

yes

Commissioner Tina Paul

yes

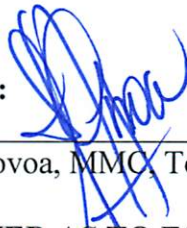
Vice Mayor Barry Cohen

yes

Mayor Daniel Dietch

yes

ATTEST:



Sandra Nova, MMC, Town Clerk


Daniel Dietch, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**


Linda Miller, Town Attorney



Palm Beach County: U-21491
 Broward County: 13-3A-17799-R
 Collier County: LCC20110001485
 Martin County: MCP5910
 General Contractor: CGC1509532

PROPOSAL/CONTRACT

May 18, 2016

Customer Name/Address:

Attn: Joe Kroll
 Town of Surfside
 9293 Harding Ave.
 Surfside, FL 33154
 T. 305-861-4863 F. 305-861-1302
 C. 786-509-1164
jkroll@townofsurfsidefl.gov

Property Location:

88th and E Collins
 Surfside, FL 33154

Revised

As per directions to perform the following work:

PREP WORK

1. Set up MOT (Barricades, Cones, Etc.).
2. Mill the entire section up to 1" average.
3. Mill the existing asphalt in front of concrete tie-ins and asphalt roadways for smooth transition.
4. Thoroughly clean off the existing surface prior to overlay.
5. Haul away all debris.

ASPHALT PAVING: up to 5,420 S/F

1. Tack areas with DOT approved primer tack.
2. Install 1" hot plant mixed asphalt Type S-III.
3. Roll and compact areas using a 3-5 ton steel drum and 9-wheel rubber tire roller.
4. Clean and remove any related debris from site.

*As asphalt is a petroleum based product the prices are subject to change if oil prices increase dramatically.

*Existing Cracks with vegetation growing should be prepared with a weed killer such as

'Round Up' for several treatments before we arrive on the job.

*The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.

*Large cracks in the existing asphalt may reflect through the new asphalt in time.

*There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.

*This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause.

*All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.

Delays to All County shall be paid at a rate of \$200.00 per half hour.

*In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.

*Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.

*This contractor cannot guarantee elimination of standing water.

*Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas.

* Permit, Procurement fees and any additional work required by the permit will be extra to the contract amount.

*There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.

*Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.

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M&M Asphalt Maintenance Inc., d/b/a All County Paving
 Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10th Street, Delray Beach, FL 33444
 Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

info@allcountypaving.com

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



FDOT CERTIFIED CONTRACTORS



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

Proposal # 2016.05.13.01 DL



Palm Beach County: U-21491
Broward County: 13-3A-17799-R
Collier County: LCC20110001485
Martin County: MCP5910
General Contractor: CGC1509532

PROPOSE to furnish labor and material – complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

EIGHTEEN THOUSAND TWO HUNDRED NINETY FOUR DOLLARS

WITH PAYMENTS TO BE MADE AS FOLLOWS: 1/3 Deposit, Net due upon completion.

Not responsible for any damage to underground utilities. A certificate of Insurance will be issued upon request prior to commencement of work. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,295.00 each. Any additional mobilizations for Paving will be billed at a rate of \$2,450.00 each. All material is guaranteed to be as specified. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge. Owner to carry fire tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance. " In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees. This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving and the financially responsible company for which the work will be performed.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTANCE OF PROPOSAL:

Signature of Approval by Client

Printed Name and Title

Date

David Lyonnais
Project Manager



Impact Site Development of Florida, LLC.
1700 South Dixie Highway
Suite #505
Boca Raton, FL 33432



ISD #
CGC #1512866

DATE: May 19, 2016
TO: Town of Surfside
ATTN: Joe Kroll
AT: 9293 Harding Ave
 Surfside, FL 33154
OFF # 305-861-4863
FAX # 305-861-1302
EMAIL jkroll@townofsurfsidefl.gov

PROJECT: 88th & East Collins
LOCATION: 88th & East Collins
 Surfside, FL 33154

PLAN DATE:
SHEETS:
ENGINEER:

Impact Site Development of Florida proposes to supply the labor and equipment to complete the above referenced project for the price(s) listed below:

	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A. Asphalt Milling & Paving	5,420	FL \$	3.99 \$	21,625.80
TOTAL THIS PROPOSAL \$				21,625.80

RF

Thank You!

CGC #1512866

Office: 561.713.8895

Complete Site Development

Surfside - 88 Street East of Collins Ave



Marks Brothers, Inc.

9455 NW 104th Street

Medley, FL 33178

Contact: Brian McInerney

Phone: (305)805-6900

Fax: (305)805-4802

Quote To: Joe Kroll -Town of Surfside
 9293 Harding Ave.
 Surfside, FL 33154
Phone: (305)861-4863
Fax: (305)861-1302

Job Name: Surfside
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT		
5	Mobilization	1.00	LS		
10	Mill and Pave	1,470.00	SY		
GRAND TOTAL					\$28,028.50

NOTES:

Exclusions:

Traffic Detection Loops

Pavement Markings

Valve or Manhole Adjustments

Curb and Gutter

Pattern Pavement Installation

All work will be performed in one mobilization.