

# MEMO

RECEIVED

OCT 20 2015

City of West Palm Beach  
Mayor's Office



WEST PALM BEACH

City Attorney

To: **Jeri Muoio, Mayor**

From: **Nancy D. Urcheck, Deputy City Attorney**

Date: **October 20, 2015**

Matter No: **16393**

Dept. **420 Engineering Services**

Re: **M&M Paving dba All County Paving: General Roadway;  
Misc Construction; GASB Rebid**

RECEIVED

OCT 22 2015

CITY OF WEST PALM BEACH  
OFFICE OF THE CITY CLERK

Transmitted herewith for your signature are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: **Office of the City Clerk**

The Mayor is authorized to execute the document in accordance with:

Y Procurement Code.  
    Commission Approval. Resolution No.  
    City Charter

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.  
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review:

    (5 years from estimated completion and final payment; service and general contracts)

X December 2030  
(10 years from estimated completion and final payment for construction & CCNA contracts).

Please **retain one original** as a public record and forward the other original to:

**Robin Hewitt, Engineering Services**

bm

**CITY'S ORIGINAL**

# *City of West Palm Beach*

## **CONSTRUCTION CONTRACT**

**FOR**



**ITB # 14-15-134**

**PROJECT # - VARIOUS**

## **GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION**

---

**CITY OF WEST PALM BEACH  
PUBLIC WORKS DEPARTMENT  
KHANH UYEN DANG, PE - SENIOR PROJECT ENGINEER  
401 CLEMATIS STREET, 4<sup>TH</sup> FLOOR  
WEST PALM BEACH, FL 33401  
(561) 494-1040**





*City of West Palm Beach*  
**CONSTRUCTION CONTRACT**  
Work Orders

Bid No. 14-15-134

Project: General Roadway and Miscellaneous Construction

Contract No. 16393

THIS CONTRACT is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "Owner") and **M&M ASPHALT MAINTENANCE, INC., d/b/a ALL COUNTY PAVING**, a corporation of the State of Florida, whose principal address is 1180 SW 10<sup>TH</sup> Street, Delray Beach, Florida 33444 ("Contractor").

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid for the above-described project, which is incorporated into this Contract by this reference; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the Owner determined that the Contractor's Bid represents the best value to Owner and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the Owner and Contractor understand and agree as follows:

1. SCOPE OF WORK.

1.1 If issued a Work Order, the Contractor shall furnish all necessary labor, materials, equipment and supplies, and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of this Contract all work described and shown in the applicable Work Order for small roadway and miscellaneous construction projects, in accordance with the technical specifications and drawings specified for such Work Order.

1.2 Owner will issue Work Orders on an as-needed basis. Each Work Order will be on Owner's form and detail the specific project scope of work, project schedule for completion and compensation. All terms and conditions of this Contract, the General Conditions and the Contract Documents will be applicable to each Work Order.

1.3 No work is authorized until a work order is fully executed by the Owner. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the Owner.

1.4 A comprehensive project shall not be broken into small related segments/projects in order to fall within the limitations of this Contract. Contractor shall not execute any such Work Order.

1.5 Work Orders shall be completed within the time indicated for each Work Order. Time is of the essence of each Work Order. Contractor shall proceed with the work and shall conform to the schedule for each Work Order. Work shall commence on the date indicated in the Notice to Proceed issued by Owner and be substantially complete and then fully complete in accordance with the Work

Order schedule and the General Conditions, with such extensions of time as are provided in the General Conditions.

1.6 No Work Order may be issued for work to be completed after the expiration of this Contract. The form of Owner's Work Order is attached to this Contract.

1.7 No work order(s) or minimum amount of work or compensation is guaranteed under this Contract.

2. PRICES. Contractor shall perform the work for the prices set forth on Contractor's Bid. If specific circumstances require additional work of materials not listed in Exhibit B, the parties shall negotiate a price which shall be detailed in the Work Order.

3. PAYMENT AND INVOICES. Payment for Work Orders shall be made in accordance with the General Conditions of this Contract. Contractor acknowledges that if a construction bond is required, payments under Work Order(s) shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, the appropriate completed Small Business participation form and any updated insurance documents (when applicable).

4. CONTRACT TERM.

4.1 Term of Contract. Subject to the termination rights of the Owner, this Contract shall have a term of three (3) years, commencing as of the date of execution by the Owner. The Owner shall execute this Contract last.

4.2 Renewal. At the sole option of the Owner, this Contract may be renewed for up to two additional twelve (12) month periods. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions for this Contract shall be unchanged.

5. LIQUIDATED DAMAGES. The actual damages Owner and the public may suffer as a result of the failure to complete work under a Work Order within the scheduled time are not ascertainable at the time of this Contract. If said work under any Work Order is not substantially and then fully completed within the time established by the Work Order and the General Conditions, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, a sum per calendar day for each and every day or part of a day thereafter that said work remains incomplete. Unless a Work Order specified otherwise, Contractor shall pay to Owner the sum of Two Hundred Dollars (\$200) per calendar day as liquidated damages.

6. CONSTRUCTION BOND(S). If the estimated amount of any Work Order is \$200,000 or more, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on Owner approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice, in accordance with the General Conditions. The City shall be an obligee under such bond(s). The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

7. SPECIAL TERMS.

8. SMALL BUSINESS PROGRAM.

8.1 Compliance. Article IX of Chapter 66 of the City of West Palm Beach Code of Ordinances relating to the Small Business Program is incorporated in this Contract by this reference. The Contractor agrees to comply in all respects with its commitment to use the certified small businesses identified in Contractor's Bid in the manner and proportions set forth in the Bid. In the event that it is impossible or impracticable to engage or procure materials from one or more of the identified certified small businesses, the Contractor shall so notify the City's Small Business Division promptly in writing and shall thereafter ensure that that firm or firms are duly replaced by other certified small businesses unless written approval to the contrary is granted by the City.

8.2 Records. The Contractor agrees to maintain in an orderly fashion all relevant records and information that document its compliance with the Small Business Program and the utilization of and payment to certified small businesses under this Contract; and shall make said records available to the City for inspection during reasonable business hours. Copies of all contracts between the Contractor and firms engaged by it in connection herewith shall be submitted to the City upon the City's request.

9. CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by Owner to be an adequate investigation. Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time. Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site and that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the Owner.

10. ETHICS. Contractor acknowledges, agrees and commits that it shall comply with all applicable state and city rules and regulations.

11. CONTRACT DOCUMENTS. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and Project requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience sake, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents, whether or not they are attached.

- a. Each Work Order and all associated Documents
- b. Special Terms
- c. Contractor's Bid
- d. Schedule of Bid Items
- e. Substitution Sheet
- f. Schedule of Subcontractors
- g. Contractor License Verification Form
- h. Affidavit of Prime Bidder



- i. Drug Free Certification
- j. Trench Safety Compliance Form,
- k. Small Business – Subcontractors Listing
- l. Small Business – Statement of Small Business Participation
- m. Small Business – Letter of Intent
- n. Contractor's Material Suppliers
- o. Public Construction Bond and Related Power of Attorney and Surety Certificate
- p. Insurance Certificates
- q. General Conditions
- r. Technical Specifications and Drawings
- s. Invitation to Bid

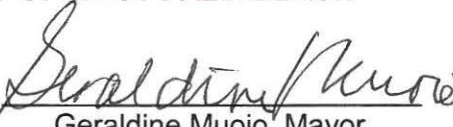
This Contract shall be executed in two (2) original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

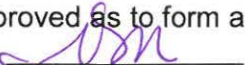
ATTEST:

By:   
City Clerk

**CITY OF WEST PALM BEACH**

By:   
Geraldine Muoio, Mayor

Date: 10/22, 2015

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: 

ATTEST:

By:   
Corporate Secretary

Print Name: Jeffrey Cohen

Contractor:

**M&M ASPHALT MAINTENANCE, INC d/b/a  
ALL COUNTY PAVING**

By: 

Print Name: Kenneth Goldberg  
Title: President



CITY OF WEST PALM BEACH  
GENERAL ROADWAY CONSTRUCTION

Work Order No. \_\_\_\_\_

Contract No. 16393.

Contractor: M&M Asphalt Maintenance, Inc., d/b/a All County Paving

Project / Work Title: \_\_\_\_\_

1. **Work:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.

☐ (check if applicable) Technical specifications and drawings for the Project prepared by \_\_\_\_\_, dated \_\_\_\_\_, project number \_\_\_\_\_ (the "Contract Drawings") describe the work and are Contract Documents for this Work Order.

2. **Schedule:** Time is of the essence of this Work Order. The Contractor shall commence Work under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** \_\_\_\_.

Substantial Completion shall be: \_\_\_\_\_ days from Notice to Proceed.

3. **Work Order Price.** The total amount to be paid to the Contractor by the Owner under this Work Order shall \_\_\_\_\_ not \_\_\_\_\_ exceed \_\_\_\_\_ the \_\_\_\_\_ sum \_\_\_\_\_ of \_\_\_\_\_ (\$ \_\_\_\_\_) subject only to adjustment as provided in the General Conditions. Payments shall be made in accordance with the General Conditions. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

☐ (check if applicable) A detailed schedule of values is attached as **Exhibit** \_\_\_\_.

☐ (check if applicable) Contingency. Owner and Contractor agree the project budget shall include an Owner's contingency, which shall be utilized in accordance with the General Conditions, sum in the amount of \$ \_\_\_\_.

4. **Liquidated Damages.** In accordance with the Contract Documents, Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages for each and every calendar day or part of a day that the work remains incomplete, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_.00) per calendar day.

5. **Construction Bond.** Unless indicated below, Contractor will record the required public construction bond, on Owner forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond prior to commencing work under this Work Order and submittal of first invoice.

☐ (check if applicable) Construction bond not required and Work Order Price is less than \$200,000.

6. **Special Terms.**

7. **Warranty.** Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

8. **Small Business:** The small business commitment for this Work Order is \_\_\_\_%. Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program, including the utilization of, and payment to, certified small businesses under this Contract.

9. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the Owner as of the date of this Work Order.

10. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract titled Master Contract for General Roadway and Miscellaneous Construction, dated \_\_\_\_\_, by and between the Owner of West Palm Beach and the Contractor named above ("Contract").

11. **Contract Documents.** Contractor agrees to complete all work in accordance with the Contract Documents. The following documents are Contract Documents with respect to this Work Order, regardless of whether they are attached:

- ☐ Technical Specifications and Construction Drawings and specifications identified above.
- ☐ Scope of Work
- ☐ Contractor's Bid and Schedule of Values
- ☐ Construction Schedule
- ☐ Special Terms
- ☐ Grant Requirements
- ☐ Substitution Sheet
- ☐ Contractor's Material Suppliers List
- ☐ Schedule of Subcontractors – including suppliers
- ☐ Trench Safety Compliance Form



- ☐ Small Business – Statement of Small Business Participation  
☐ The following Contract Documents may be found at [www.cityofwpb.org/engineering/](http://www.cityofwpb.org/engineering/).  
Owner's Approved Materials List  
Owner's Engineering Standard Details

CONTRACTOR:  
**M&M ASPHALT MAINTENANCE, INC.**  
d/b/a ALL COUNTY PAVING

**CITY OF WEST PALM BEACH**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: *Geraldine Muoio*  
Geraldine Muoio, Mayor

Date: 10/22/2015

ATTEST: \_\_\_\_\_  
City Clerk

OWNER ATTORNEY'S OFFICE  
Approval as to form and legality  
By: \_\_\_\_\_



## **SECTION 2 – SPECIAL TERMS**

### **1. Pre-Bid Conference**

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Date: N/A  
Time: N/A  
Place: N/A

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

**2. Time of Completion and Liquidated Damages.** The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within **120 ONE HUNDRED TWENTY** calendar days after the date of such notice, and fully completed within **180 (ONE HUNDRED EIGHTY)** calendar days, with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of **ONE THOUSAND TWO HUNDRED (\$1,200)** per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

**3. Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)	(Fee/Amount or calculation)
Right-of-Way Permit	See City website ( <a href="http://www.cityofwpb.org">www.cityofwpb.org</a> )
Parking Permit (Bagging of Meters)	See City website ( <a href="http://www.cityofwpb.org">www.cityofwpb.org</a> )
Refer to City Website ( <a href="http://wpb.org">wpb.org</a> ) for current permit fees.	

**4. Licenses.** The Bidder will be required to have at the time of bid submittal, the following current license(s):

- State of Florida General Contractor's License or Paving Contractor's License

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.

- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Small Business Participation.** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value.

6. **Construction Bond.** If required, please refer to General Condition 11.

Required **Yes**                      Not Required

7. **Insurance.** Please refer to General Condition 13 for insurance requirements, unless a modification to such requirements is listed below:

8. **Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid

9. **Other Special Conditions:**

#### **METHOD OF AWARD**

The City intends to award to a Primary and Secondary Vendor(s). The award of the Primary and Secondary bidder will be determined in order of responsiveness, lowest price, and consideration of bidder's bid package with reference to conforming of bid, deviations (if any,) bidder's notes, materials proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. If the Primary bidder is not able to supply the product/material in question, the City will contact the Secondary bidder accordingly.





Purchasing Department

401 Clematis Street, 5th Floor  
West Palm Beach, FL 33401  
Telephone: (561) 822-2100  
Telefax: (561) 822-1564

**Addendum 1**  
**ITB 14-15-134**  
**July 17, 2015**

## **General Roadway and Miscellaneous Construction**

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

**This Addendum shall provide the following information:**

- Questions and Answers
- Revised schedule of bid items
- Revised technical specifications

**The following documents are included with this addendum:**

- Addendum 1 ITB 14-15-134
- Addendum 1 ITB 14-15-134 Revised Schedule of Bid Items

### **Questions and Answers**

**Question 1: Do contractors have to provide pricing on all items or can items be marked N/A if the contractor is not providing a quote?**

**Answer**

Pricing must be provided for all items.

**Question 2: How will the City determine the low bid as there is no total of bid items?**

**Answer**

This is a line item bid and the City's award decisions are based on the response or responses determined to be the best value.

**Question 3: How will the award decision be made if not based on lowest bid?**

**Answer**

Depending on the number of responses and bid prices multiple awards may be made. Awards will be based on the best value to the City as determined by review and analysis of the submitted prices for each line item.

**Question 4: How will the City award work from the annual contract?**

**Answer**

Work Orders will be issued for this contract.

**Question 5: Please clarify line item 88 – Root Removal/Pruning. Is this one tree or all possible trees?**

**Answer**

The line item refers to all trees.

**Question 6: Please clarify line item 95 – Adjust Irrigation.**

**Answer**

The line item is to adjust irrigation system in existing planter boxes or tree grates.

**Question 7: Has the City reduced the required paperwork for work orders and pay requests? How many forms are required for work orders and pay requests for this project?**

**Answer**

For the typical work order the pay request includes the following items:

1. Work order form
2. Scope of work
3. Fee proposal
4. Statement of small business participation form
5. Letter of intent
6. Schedule of contractors
7. Drug free certificate
8. Contractor's materials suppliers
9. Certificate of insurance
10. Bond

**Per Section 10.5 in the GC and the subcontractor utilization report.**

10.5 Initial Payment. Prior to submittal of its initial payment request, Contractor shall have submitted the following items to the Engineer/Architect and Owner:

1. Certified copies of the Performance and Payment bonds, or Public Construction bond, recorded in the public records.
2. List of subcontractors and suppliers
3. Project schedule
4. Schedule of values
5. All current certificates of insurance
6. Designation of Contractor's Project Manager

**The following section is removed from the Technical Specifications**

X ASPHALTIC CONCRETE PAVEMENT (BY THICKNESS AND TYPE S-1, S-3 OR SUPERPAVE)

1. Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) of asphalt surface course and shall include all labor, material, and equipment required to construct the base layer and the final surface course as shown on the plan view and detail drawings. The unit prices shall include compensation for multiple mobilizations, labor, materials, and equipment required to construct the new asphalt concrete base and surface courses. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and the City of West Beach specifications. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, milling existing asphalt at tie-ins, tack coating, compaction, rolling, brooming, sawcutting and any other work required to complete the work.

01025-39

2. Basis of Payment: Payment shall be at the Contract Unit Price per square yard of pavement installed to the limits shown on the plans or as directed by the Engineer in the field during construction.

Y. 10" LIMEROCK BASE

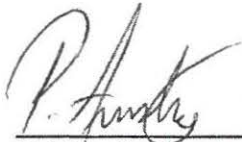
1. Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) for limerock base installed and accepted. The Contract Unit Price shall include compensation for all labor, materials, and equipment required to construct the new lime rock base, including prime coat in accordance with the plans and specifications. The contract unit price shall also include other miscellaneous work required to correct all defective surfaces and deficient thicknesses and to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and the City of West Beach specifications. The Contractor may, at no additional cost to the City of West Palm Beach, substitute 10- inch crushed concrete in lieu of limerock provided that the minimum LBR 100 is achieved.
2. Basis of Payment: Payment shall be at the Contract Unit Price per square yard of limerock base installed to the limits shown on the plans or as directed by the Engineer in the field during construction.

**All of the other information remains the same.**




Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. Failure to return this addendum with your proposal submittal may be cause for disqualification.

Issued By: City of West Palm Beach  
Procurement Division  
July 17, 2015

Signed By:   
Patricia D. Armstrong  
Sr. Purchasing Agent

PROPOSER: m & m Asphalt Maintenance, Inc.  
d/b/a All County Paving

Signed By:   
Print Name: Kenneth Goldberg  
Title: President  
Date: 7-27-15

End of Addendum 1

**Schedule of Bid Items**

**ITB 14-15-134**

**PROJECT TITLE: General Roadway and Miscellaneous Construction**

Item No.	Item Description	Unit Cost	Units
<b>GENERAL</b>			
1	Mobilization		LS
2	Maintenance of Traffic		LS
3	Bonding		LS
4	Insurance		LS
5	Construction Permits (Allowance)		AL
6	Vehicle Towing (Allowance)		AL
<b>ROADWAY</b>			
7	Reclaimed Asphalt Base Course (Up to 10")		SY
8	Asphalt Emulsion for Reclamation (Asphalt Treated Base)		GAL
9	Saw Cut Existing Concrete/Pavement up to 12" deep		LF
10	Concrete Road Base Removal up to 12" deep		SY
11	Excavation, Removal & Disposal of excess material		CY
12	Mill Existing Asphalt (up to 2")		SY
13	Mill Existing Asphalt (2"-4")		SY
14	Asphalt & Base Removal, up to 24"		SY
15	12" Compacted, Stabilized Subbase		SY
16	FDOT Optional Base Group 4		Ton
17	FDOT Optional Base Group 6		Ton
18	FDOT Optional Base Group 9		Ton
19	Type SP-9.5 Asphaltic Concrete		Ton
20	Type SP-12.5 Asphaltic Concrete		Ton
21	Removal and Disposal of Old Guardrail		LF
22	Reset Guardrail		LF
23	Furnish & Install Guardrail, Steel Beam, Double Face, Incl Hardware		LF
24	Furnish & Install Guardrail, Steel Beam, Straight Panel, Incl Hardware		LF
25	Furnish & Install Aluminum Handrail per FDOT Specification		LF

Utilities			
26	Adjust Existing Manhole Top to Grade		EA
27	Install New Manhole Top with Ring and Cover to Grade (remove and dispose of existing)		EA
28	Adjust Type "A" Inlet to Grade		EA
29	Remove and Replace Type "A" Inlet		EA
30	Install New Type "A" Inlet		EA
31	Adjust type "C" Inlet to Grade		EA
32	Remove and Replace Type "C" Inlet		EA
33	Install New "C" Inlet		EA
34	Remove and Replace Type P-5 (FDOT) Inlet		EA
35	Remove and Replace Type P-6 (FDOT) Inlet		EA
36	New Type P-5 FDOT Inlet		EA
37	New Type P-6 FDOT Inlet		EA
38	Install New Water Valve box (remove and dispose of existing)		EA
39	Adjust Water Valve Box		EA
40	Remove and Replace Water Meter Box, Single (City standard)		EA
41	Remove and Replace Water Meter Box, Double (City standard)		EA
42	Remove and Replace Electrical Pull Boxes with "New Basis" Model PBC111812T02 or an Approved Equivalent		EA
43	Install Electrical Pull Boxes, "New Basis" Model PBC111812T02 or an Approved Equivalent		EA
44	Remove & Replace Traffic Signal Loops/Wiring (Per PBC Standard)		At Cost
45	Stamped, Colored Concrete (6" thick)		SY
46	Paver Brick (traffic rated)		SY
47	Remove and Replace Paver Brick (traffic rated)		SY
48	Speed Humps, Stamped Asphalt(up to 100SY), primed and painted		SY
CONCRETE			
49	Concrete Removal up to 6" thick		SY
50	4" Concrete Sidewalk		SY
51	6" Concrete Pathway/Driveway		SY
52	Concrete ADA Curb Ramp with detectable warning surface (FDOT standard)		EA
53	6" ADA Compliant Detectable Warning Pavers Ramp		EA
54	6" ADA Compliant Ramp with Armor-Tile Tactile System or an approved equivalent		EA
55	Remove Concrete Curb All Type include asphalt restoration and sawcut		LF
56	Concrete Curb Type "D"		LF
57	Concrete Curb Type "F"		LF
58	Concrete Header Curb (up to 12" X12")		LF
59	Modified Concrete Curb		LF
60	Concrete Valley Gutter		LF



STRIPING & SIGNAGE			
61	6" Solid White Thermoplastic Striping		LF
62	6" Skip White Thermoplastic Striping		LF
63	6" Solid Yellow Thermoplastic Striping		LF
64	6" Skip Yellow Thermoplastic Striping		LF
65	6" Double Yellow Thermoplastic Striping		LF
66	12" Solid White Thermoplastic Striping		LF
67	18" Solid White Thermoplastic Striping		LF
68	18" Solid Yellow Thermoplastic Striping		LF
69	24" Solid White Thermoplastic Striping		LF
70	Special Pavement Message: ARROW (single and double) Thermoplastic		EA
71	Special Pavement Message: MERGE, ONLY, R/R, SCHOOL, SHARROW, Thermoplastic		EA
72	Furnish and Install Single Sign Post		AS
73	Relocate Sign and Post		AS
74	6" White Temporary Striping Paint		LF
75	6" White Temporary Striping Plastic Tape		LF
76	6" Yellow Temporary Striping Paint		LF
77	6" Yellow Temporary Striping Plastic Tape		LF
78	Retro-Reflective Pavement Markers (RPMs) All colors		EA
LANDSCAPING			
79	Bio-Barrier (12" wide)		LF
80	Bio-Barrier (19.5" wide)		LF
81	Sodding (Floritam)		SY
82	Sodding (Bahia)		SY
83	Top Soil (3" Thick)		SY
84	Red Designer Mulch (3")		SY
85	Root Removal/Pruning		AL
86	Tree Removal (up to 12" Diameter)		EA
87	Seeding		SY
88	Stump Removal up to 18" Diameter, Including Roots		EA
89	Stump Removal up to 36" in Diameter, Including Roots		EA
90	Tree Removal up to 18" in Diameter, Incl. Roots		EA
91	Tree Removal up to 36" in Diameter, Incl. Roots		EA
92	Adjust Irrigation		AL
93	Regrade Swales		SY
* Highlighted items will not be evaluated			

Bidder Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Official authorized to bind Bidder

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Failure to fully complete and sign this Bid Form may result in rejection of the Bid

**\*BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISC, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.**



Purchasing Department

401 Clematis Street, 5th Floor  
West Palm Beach, FL 33401  
Telephone: (561) 822-2100  
Telefax: (561) 822-1564

**Addendum 2**  
**ITB 14-15-134**  
**July 22, 2015**

## **General Roadway and Miscellaneous Construction**

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

**This Addendum shall provide the following information:**

- Questions and Answers
- Revised Section 2 Special Terms
- Revised Form B2

**The following documents are included with this addendum:**

- Addendum 2 ITB 14-15-134
- Addendum 2 ITB 14-15-134 Revised Section 2 – Special Terms
- Addendum 2 ITB 14-15-135 Revised Form B2

### **Questions and Answers**

**Question 1: Is a bid bond required for this project?**

**Answer**

No, a bid bond is not required. Bonding may be required for work orders issued for this contract.

**Question 2: Regarding Section 2 – Special Terms, Item 1, Time of Completion and Liquidated Damages. How will the contract time and fines be applied to the contract?**

**Answer**

The time of completion dates are removed from the bid documents. Timing for substantial and final completion will be included on the work orders issued for individual projects. Liquidated damages will be calculated at 25% of each work order amount.

**Question 3: What dollar amount is to be used on Form B2?**

**Answer**

No dollar amount is expected as this is a line item bid. There is a note on the form to refer to the list of bid items on Form B3.



**Question 4: What dollar amount is to be used on the list of subcontractors on Form B5?**

**Answer**

No dollar amount is expected at this time and the field can be completed with TBD. The dollar amount will be included on the work order issued for a specific project.

**Question 5: How should suppliers for materials and dollar amounts be listed on Form B15?**

**Answer**

Form B15 can be left blank or marked TBD at this time; the information will be completed when a work order is issued for a specific project.

**Question 6: How should contractors respond to the allowance items on Form B? Should they be left blank or marked TBD?**

**Answer**

The allowance items and lump sum items can be marked TBD for the bid response.

**Question 7: How should contractors provide SBE percentages when the quantities and value of the project(s) are unknown?**

**Answer**


Include the names of your SBE team and mark the percentage fields as TBD. Contractors will be expected to meet the SBE goal for the projects assigned via work order.

**All of the other information remains the same.**

Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. Failure to return this addendum with your proposal submittal may be cause for disqualification.

Issued By: City of West Palm Beach  
Procurement Division  
July 22, 2015

Signed By:

  
Patricia D. Armstrong  
Sr. Purchasing Agent


PROPOSER: M+M Asphalt Maintenance  
Inc.  
d/b/a All County Paving

Signed By:

Print Name:

Title:

Date:

  
Kenneth Goldberg

President

7-27-15

End of Addendum 2



## SECTION 2 – SPECIAL TERMS

### 1. Pre-Bid Conference

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Date: N/A  
Time: N/A  
Place: N/A

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

2. Time of Completion and Liquidated Damages. The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within ~~420-ONE HUNDRED TWENTY~~ TBD calendar days after the date of such notice, and fully completed within ~~180-ONE HUNDRED EIGHTY~~ TBD calendar days, with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of ~~ONE THOUSAND TWO HUNDRED (\$1,200)~~ TBD per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)	(Fee/Amount or calculation)
Right-of-Way Permit	See City website ( <a href="http://www.cityofwpb.org">www.cityofwpb.org</a> )
Parking Permit (Bagging of Meters)	See City website ( <a href="http://www.cityofwpb.org">www.cityofwpb.org</a> )
Refer to City Website ( <a href="http://wpb.org">wpb.org</a> ) for current permit fees.	

4. Licenses. The Bidder will be required to have at the time of bid submittal, the following current license(s):

- State of Florida General Contractor's License or Paving Contractor's License

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.



- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Small Business Participation.** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value.

6. **Construction Bond.** If required, please refer to General Condition 11.

Required **Yes**                      Not Required

7. **Insurance.** Please refer to General Condition 13 for insurance requirements, unless a modification to such requirements is listed below:

8. **Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid

9. **Other Special Conditions:**

#### **METHOD OF AWARD**

The City intends to award to a Primary and Secondary Vendor(s). The award of the Primary and Secondary bidder will be determined in order of responsiveness, lowest price, and consideration of bidder's bid package with reference to conforming of bid, deviations (if any,) bidder's notes, materials proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. If the Primary bidder is not able to supply the product/material in question, the City will contact the Secondary bidder accordingly.



# City of West Palm Beach

(B2)

## BID

ITB 14-15-134

Proposal of: \_\_\_\_\_  
(Bidder Company Name)

Bid Amount: \$ \_\_\_\_\_ N/A \_\_\_\_\_

See Bid Items 1 – 96 on Form B3 – Schedule of Bid Items

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ \_\_\_\_\_ N/A \_\_\_\_\_.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder understands that the contract time starts on the date of Notice to Proceed.
8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.
10. Substantial completion shall be within ~~One Hundred and Twenty (120)~~ TBD calendar days. Final completion shall be in ~~One Hundred Eighty (180)~~ TBD calendar days.
11. Liquidated damages for delay are agreed to be ~~\$1,200.00~~ TBD per calendar day.
12. Small Business participation for this project is 15%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). \_\_\_\_\_ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: \_\_\_\_\_

Business Address: (Street, City, State, Zip Code) \_\_\_\_\_

State of Incorporated: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
*Signature of Official authorized to bind Bidder.*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**





# City of West Palm Beach

(B2)

## BID

ITB 14-15-134

**Proposal of:** M & M Asphalt Maintenance, Inc. d/b/a All County Paving  
 (Bidder Company Name)

Bid Amount: \$ N/A

See Bid Items 1 – 96 on Form B3 – Schedule of Bid Items

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ N/A.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder understands that the contract time starts on the date of Notice to Proceed.
8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.
10. Substantial completion shall be within ~~One Hundred and Twenty (120)~~ TBD calendar days. Final completion shall be in ~~One Hundred Eighty (180)~~ TBD calendar days.
11. Liquidated damages for delay are agreed to be ~~\$1,200.00~~ TBD per calendar day.
12. Small Business participation for this project is 15%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

<i>Name</i>	<i>Address</i>
<hr/>	
None	
<hr/>	

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
<hr/>	
None	
<hr/>	

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). 1 & 2 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: M & M Asphalt Maintenance, Inc. d/b/a All County Paving

Business Address: (Street, City, State, Zip Code) 1180 SW 10th Street  
Delray Beach, FL 33444

State of Incorporated: FL Telephone: 561-588-0949 Fax: 561-588-2140

**BIDDER:**



*Signature of Official authorized to bind Bidder.*

Print Name: Kenneth Goldberg

Title: President

Date: 7-27-15

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

**Schedule of Bid Items**

**ITB 14-15-134**

**PROJECT TITLE: General Roadway and Miscellaneous Construction**

Item No.	Item Description	Unit Cost	Units
<b>GENERAL</b>			
1	Mobilization	TBD	LS
2	Maintenance of Traffic	TBD	LS
3	Bonding	TBD	LS
4	Insurance	TBD	LS
5	Construction Permits (Allowance)	TBD	AL
6	Vehicle Towing (Allowance)	TBD	AL
<b>ROADWAY</b>			
7	Reclaimed Asphalt Base Course (Up to 10")	\$12.90	SY
8	Asphalt Emulsion for Reclamation (Asphalt Treated Base)	\$2.50	GAL
9	Saw Cut Existing Concrete/Pavement up to 12" deep	\$2.00	LF
10	Concrete Road Base Removal up to 12" deep	\$11.00	SY
11	Excavation, Removal & Disposal of excess material	\$25.00	CY
12	Mill Existing Asphalt (up to 2")	\$2.50	SY
13	Mill Existing Asphalt (2"-4")	\$3.10	SY
14	Asphalt & Base Removal, up to 24"	\$11.85	SY
15	12" Compacted, Stabilized Subbase	\$5.00	SY
16	FDOT Optional Base Group 4	\$40.00	Ton
17	FDOT Optional Base Group 6	\$40.00	Ton
18	FDOT Optional Base Group 9	\$40.00	Ton
19	Type SP-9.5 Asphaltic Concrete	\$110.00	Ton
20	Type SP-12.5 Asphaltic Concrete	\$110.00	Ton
21	Removal and Disposal of Old Guardrail	\$5.95	LF
22	Reset Guardrail	\$11.00	LF
23	Furnish & Install Guardrail, Steel Beam, Double Face, Incl Hardware	\$38.50	LF
24	Furnish & Install Guardrail, Steel Beam, Straight Panel, Incl Hardware	\$27.50	LF
25	Furnish & Install Aluminum Handrail per FDOT Specification	\$85.00	LF



Utilities			
26	Adjust Existing Manhole Top to Grade	\$500.00	EA
27	Install New Manhole Top with Ring and Cover to Grade (remove and dispose of existing)	\$750.00	EA
28	Adjust Type "A" Inlet to Grade	\$2,500.00	EA
29	Remove and Replace Type "A" Inlet	\$5,500.00	EA
30	Install New Type "A" Inlet	\$4,200.00	EA
31	Adjust type "C" Inlet to Grade	\$2,500.00	EA
32	Remove and Replace Type "C" Inlet	\$5,800.00	EA
33	Install New "C" Inlet	\$4,500.00	EA
34	Remove and Replace Type P-5 (FDOT) Inlet	\$7,700.00	EA
35	Remove and Replace Type P-6 (FDOT) Inlet	\$7,500.00	EA
36	New Type P-5 FDOT Inlet	\$6,200.00	EA
37	New Type P-6 FDOT Inlet	\$6,000.00	EA
38	Install New Water Valve box (remove and dispose of existing)	\$500.00	EA
39	Adjust Water Valve Box	\$350.00	EA
40	Remove and Replace Water Meter Box, Single (City standard)	\$500.00	EA
41	Remove and Replace Water Meter Box, Double (City standard)	\$600.00	EA
42	Remove and Replace Electrical Pull Boxes with "New Basis" Model PBC111812T02 or an Approved Equivalent	\$1,500.00	EA
43	Install Electrical Pull Boxes, "New Basis" Model PBC111812T02 or an Approved Equivalent	\$1,100.00	EA
44	Remove & Replace Traffic Signal Loops/Wiring (Per PBC Standard)	TBD	At Cost
45	Stamped, Colored Concrete (6" thick)	\$72.00	SY
46	Paver Brick (traffic rated)	\$30.00	SY
47	Remove and Replace Paver Brick (traffic rated)	\$35.00	SY
48	Speed Humps, Stamped Asphalt(up to 100SY), primed and painted	\$188.00	SY
CONCRETE			
49	Concrete Removal up to 6" thick	\$10.15	SY
50	4" Concrete Sidewalk	\$34.50	SY
51	6" Concrete Pathway/Driveway	\$42.50	SY
52	Concrete ADA Curb Ramp with detectable warning surface (FDOT standard)	\$575.00	EA
53	6" ADA Compliant Detectable Warning Pavers Ramp	\$1,200.00	EA
54	6" ADA Compliant Ramp with Armor-Tile Tactile System or an approved equivalent	\$975.00	EA
55	Remove Concrete Curb All Type include asphalt restoration and sawcut	\$4.50	LF
56	Concrete Curb Type "D"	\$11.50	LF
57	Concrete Curb Type "F"	\$20.00	LF
58	Concrete Header Curb (up to 12" X12")	\$20.00	LF
59	Modified Concrete Curb	\$20.00	LF
60	Concrete Valley Gutter	\$20.00	LF

STRIPING & SIGNAGE			
61	6" Solid White Thermoplastic Striping	\$0.88	LF
62	6" Skip White Thermoplastic Striping	\$0.88	LF
63	6" Solid Yellow Thermoplastic Striping	\$0.88	LF
64	6" Skip Yellow Thermoplastic Striping	\$0.88	LF
65	6" Double Yellow Thermoplastic Striping	\$1.76	LF
66	12" Solid White Thermoplastic Striping	\$1.65	LF
67	18" Solid White Thermoplastic Striping	\$2.20	LF
68	18" Solid Yellow Thermoplastic Striping	\$2.20	LF
69	24" Solid White Thermoplastic Striping	\$3.30	LF
70	Special Pavement Message: ARROW (single and double) Thermoplastic	\$99.00	EA
71	Special Pavement Message: MERGE, ONLY, R/R, SCHOOL, SHARROW, Thermoplastic	\$121.00	EA
72	Furnish and Install Single Sign Post	\$292	AS
73	Relocate Sign and Post	\$192.00	AS
74	6" White Temporary Striping Paint	\$0.33	LF
75	6" White Temporary Striping Plastic Tape	\$0.66	LF
76	6" Yellow Temporary Striping Paint	\$0.33	LF
77	6" Yellow Temporary Striping Plastic Tape	\$0.66	LF
78	Retro-Reflective Pavement Markers (RPMs) All colors	\$4.40	EA
LANDSCAPING			
79	Bio-Barrier (12" wide)	\$15.00	LF
80	Bio-Barrier (19.5" wide)	\$18.00	LF
81	Sodding (Floritam)	\$3.50	SY
82	Sodding (Bahia)	\$3.20	SY
83	Top Soil (3" Thick)	\$16.50	SY
84	Red Designer Mulch (3")	\$21.00	SY
85	Root Removal/Pruning	TBD	AL
86	Tree Removal (up to 12" Diameter)	\$1,000.00	EA
87	Seeding	\$10.00	SY
88	Stump Removal up to 18" Diameter, Including Roots	\$750.00	EA
89	Stump Removal up to 36" in Diameter, Including Roots	\$850.00	EA
90	Tree Removal up to 18" in Diameter, Incl. Roots	\$1,500.00	EA
91	Tree Removal up to 36" in Diameter, Incl. Roots	2,000.00	EA
92	Adjust Irrigation	TBD	AL
93	Regrade Swales	\$13.50	SY
* Highlighted items will not be evaluated			

Bidder Company Name: M & M Asphalt Maintenance, Inc. d/b/a All County Paving

  
Signature of Official authorized to bind Bidder

Print Name Kenneth Goldberg

Title President

Date 7-27-15

Failure to fully complete and sign this Bid Form may result in rejection of the Bid

**\*BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISC, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.**





# City of West Palm Beach

(B4)

ITB 14-15-134

## SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan. Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
None			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

(B5)

The following is a complete list of all subcontractors utilized for this project:

1.	Asphalt Paving Systems (company name) 9021 Wire Rd., Zephyrhills, FL (address) 33540 (zip code)	Reclamation (type of work) 813-455-2471 (tel. #) 22-3787755 (federal I.D. #)	\$ TBD
2.	WM. D. Adeimy Jr., Inc. (company name) 1201 Omar Rd., West Palm Beach, FL (address) 33405 (zip code)	Concrete (type of work) 561-832-6305 (tel. #) 59-1927258 (federal I.D. #)	\$ TBD
3.	Southwide Industries, Inc. (company name) 4357 Okeechobee Blvd., Ste C4 (address) West Palm Beach, FL 33409 (zip code)	Striping (type of work) 561-688-8833 (tel. #) 65-0857746 (federal I.D. #)	\$ TBD
4.	Centerline Utilities, Inc. (company name) 2180 SW Poma Drive, Palm City, FL (address) 34990 (zip code)	Drainage (type of work) 561-689-3917 (tel. #) 65-0849488 (federal I.D. #)	\$ TBD
5.	 (company name)  (address)  (zip code)	 (type of work)  (tel. #)  (federal I.D. #)	\$

\$ TBD

ITB 14-15-134

**SCHEDULE OF SUBCONTRACTORS** (continued if necessary)

6.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
7.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
8.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
9.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
<b>Total dollar amount to be awarded to Subcontractors</b>			\$ <u>TBD</u>

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

**Note:** The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering and Public Works Department for approval prior to that subcontractor performing any work.





*City of West Palm Beach*

**(B6)**

ITB 14-15-134

**CONTRACTOR VERIFICATION FORM**

**PRIME BIDDER:**

Name of Firm: M & M Asphalt Maintenance, Inc. d/b/a All County Paving

Address: 1180 SW 10th Street

Delray Beach, FL 33444

Telephone: ( ) 561-588-0949

Fax: ( ) 561-588-2140

**GENERAL CONTRACTOR OF RECORD:**

Name: Micheal M. Ritter Jr.

Address: 1180 SW 10th Street

Delray Beach, FL 33444

State License # CGC1509532 (ATTACH COPY)

County License # U-21491 (ATTACH COPY)

Type of License: Paving

Unlimited Yes (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the General Contractor a full-time employee of Prime Bidder?

X Yes \_\_\_\_\_ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

X Yes \_\_\_\_\_ No

City License: **(COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT –MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION – Maybe obtained from City Construction Services )**

***Failure to fully or accurately complete this form may be cause for rejection of the bid.***