

TAB 8



City of Palmetto Agenda Item

Meeting Date

4/19/10

Presenter: Allen R. Tusing, Director

Department: Public Works

Title:

Contract Award:
- US 41(8th Avenue West) and Riverside Drive Project COP Job #06- 535
- Riverside Drive Improvement Project COP Job# 09- 608

Background:

Recently, the Public Works Department held a bid opening for the following projects: US 41 (8th Ave. West) at Riverside Drive and Riverside Drive Improvements. Staff has reviewed the proposals and Superior Asphalt is the apparent low bidder.

Public Works is recommending to award both projects to Superior Asphalt, Inc. in the amount not to exceed \$134,944.30, staff has coordinated with FDOT and are in agreement with the recommendation.

FDOT has agreed to contribute a maximum of \$150,000 towards the total cost of the project via TRIP funding with \$150,000 from the CRA for a total budget of \$300,000.. This project is a 50/50 funding. Half of the cost will be funded through the CRA as approved in the CRA Budget. The bid was \$134,944.30 with each fund contributing \$67,472.15.

Budgeted Amount: \$134,944.30 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information: FDOT has agreed to partial fund the projects via Transportation Regional Incentive Program Agreement (TRIP FUNDING)

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/ Direction Requested: Authorize the Mayor to execute a contract with the apparent low bidder Superior Asphalt, Inc. in accordance with the terms and conditions of the bid package.

Staff Contact: Allen R. Tusing, Director

Attachments: US 41 (8th Ave. W.) and Riverside Drive Bid Summary

**US 41 (8th Avenue West) and Riverside Drive
Financial Project ID 420981-1-58-01
COP Job # 06- 535**

**Riverside Drive Improvements
COP Job # 09- 608**

CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, 20___, by and between **Superior Asphalt, Inc.** herein after called First Party, and the City of Palmetto, herein called Second Party.

WITNESSETH:

That the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the following enumerated Plans and Specifications therefore prepared by Lombardo, Foley and Kolarik, Inc., and the Contract Documents relative thereto, including among others the following:

Invitation to Bid, Instruction to Bidders, Form of Proposal, Form of Contract, Form(s) of Bond(s), General Conditions, Supplemental General Conditions, Special Provisions, Technical Specifications and the drawings, and all addenda, if any, issued prior to the opening of bids, all of which are made a part of this Agreement as completely as if set forth herein. The General Conditions and Supplemental General Conditions and Special Provisions are attached hereto as composite Attachment "A". The materials and the manner and extent of the work shall be to the satisfaction of the Second Party or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall fully complete all work hereunder within 152 consecutive calendar days from and after said date.

3. The Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, as follows:

On or before the 15th day of each calendar month, the Second Party shall make partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, equal to the contract value of the estimated work performed less ten percent of the amount of such estimate which is to be retained by the Second Party until the work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.

4. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, taxes, and other costs incurred in connection with said construction work have been paid in full, final payment on account of this Agreement shall be made within 30 days after the final completion by the First Party of all work covered by this Agreement and the acceptance of such work by the Second Party.

5. It is further agreed that if, at any time after the execution of this Agreement and the execution of the performance and payment bond(s) hereto attached, the Second Party shall deem the bond(s) or the surety or sureties thereon to be unsatisfactory, or the coverage of the bonds(s) to be inadequate, the First Party shall at its expense, within (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond(s) in such form and amount and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional bond shall be furnished in manner and form satisfactory to the Second Party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in six counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

SUPERIOR ASPHALT, INC. (First Party)

(WITNESS:) _____

(BY:) _____

(SEAL)

(First Party)

CITY OF PALMETTO, a Florida Municipal Corporation (Second Party)

(ATTEST:)

BY: _____
Shirley Groover Bryant, Mayor

James R. Freeman, City Clerk

Approved as to Form

City Attorney

TOTAL BID SUMMARY
US 41 (8th Avenue) at Riverside Drive
Financial Project ID: 420981-1 - 58- 01 COP Job # 06- 535
Riverside Drive Improvements
COP Job # 09- 608

SUMMARY	Gator Grading & Paving, Inc.	Superior Asphalt, Inc.	Woodruff & Sons, Inc.	Ajax Paving Industries of Florida, LLC	Westra Construction Corp.
A. US 41 at Riverside Drive	\$94,482.18	\$68,965.00	\$71,394.78	\$102,149.95	\$95,178.25
B. Riverside Drive Improvements	\$97,812.40	\$65,979.30	\$66,954.33	\$95,232.00	\$94,770.80
GRAND TOTAL	\$192,294.58	\$134,944.30	\$138,349.11	\$197,381.95	\$189,949.05

Note: Superior's Bid Total for US 41 at Riverside Dr. was revised from \$68,587 to \$68,965 due to an error in Bid Item 711-11-221.