

RESOLUTION NO. 13-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED LIST OF ROADWAYS TO BE PAVED UNDER THE ASPHALT PAVING CONTRACT GN-1202 FOR FY 2012-13 ON A WORK ORDER BASIS IN A TOTAL AMOUNT NOT TO EXCEED \$990,389.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 13-057, the City Commission awarded Asphalt Paving Contract GN-1202 to D.N. Higgins, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached list of roadways to be paved under the asphalt paving contract GN-1202 for FY 2012-13 is hereby approved.

Section 2: That City staff is authorized to issue work orders in accordance with the approved list for paving City roadways, and in accordance with city ordinances, in a total amount not to exceed \$990,389.00.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of April, 2013.

Authenticated by the presiding officer and Clerk of the Commission on April 3, 2013.

Filed with the Clerk April 3, 2013.

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager
E. David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager
Doug Bradshaw, Senior Project Manager

FROM: Karen Olson, Special Projects Designer

DATE: March 4, 2013

RE: **Approving list of roadways to be paved under the Asphalt Paving Contract GN-1202 (ITB 13-001) for 2012-13 budget year**

ACTION STATEMENT:

This resolution will approve a list of roadways to be paved in budget year 2012-13 under the Asphalt Paving Contract. This resolution will also authorize City staff to issue work orders under this list in an amount not to exceed \$990,389.00 for paving of City roadways.

BACKGROUND:

The City advertised an Invitation to Bid (ITB 13-001) for the Asphalt Paving Contract. D.N. Higgins, Inc. was awarded the contract by Resolution 13-057.

The City of Key West hired a consultant to perform a Pavement Assessment throughout the island to rank our roads in need of repair. The City will use this assessment as a tool to develop the City's paving priorities. When issuing any work orders under this contract the ongoing N. Roosevelt Blvd. construction will be kept in consideration.

PURPOSE AND JUSTIFICATION:

Many areas throughout the City are in dire need of asphalt rehabilitation. This project will be the beginning of a long term roadway repair/ reconstruction program. Annual funding received from the gas tax fund will make these much need repairs possible.

MEMORANDUM

Key to the Caribbean – Average yearly temperature 77° F.

OPTIONS:

Option #1 Approve this list of roadways to be paved under the Asphalt Paving Contract and authorize City staff to issue work orders under this list in an amount not to exceed \$990,389.00 for paving of City roadways.

Option #2 Modify the proposed list of roadways to be paved and authorize City staff to issue work orders under the revised list in an amount not to exceed \$990,389.00 for paving of City roadways.

Financial Issues

The City has remaining in the paving budget for Fiscal Year 2012-13 an amount of \$990,389 in account 102-4102-541-6300 (GN-1202). To the extent available in future years, the City will budget \$750,000 annually for continued paving improvements.

Recommendation

Staff recommends option #1, Approve this list of roadways to be paved under the Asphalt Paving Contract and authorize City staff to issue work orders under this list in an amount not to exceed \$990,389.00 for paving of City roadways.

Proposed Paving List
Asphalt Paving Contract
Proj. No. GN-1202 (ITB 13-001)

ASPHALT QUANTITY

District 1

Telegraph Lane (Caroline to Greene)	
Mill and Pave	913 square yards
Charles Street (Telegraph to Duval)	
Mill and Pave	332 square yards
Ashe Street (Angela to Petronia)	
Mill and Pave	1546 square yards
Angela Street (Ashe to White)	
Mill and Pave	402 square yards
Olivia Street (Ashe to White)	
Mill and Pave	452 square yards
Stump Lane (Frances to White)	
Mill and Pave	857 square yards

TOTAL ESTIMATED COST \$160,500 - \$165,500

District 2

Duck Avenue (14 th to 16th) (possible night work – add 10%)	
Mill and Pave	4625 square yards

TOTAL ESTIMATED COST \$125,300 - \$129,200

District 3

Duck Avenue (20 th to S. Roosevelt) (possible night work – add 10%)	
Roadway Widening &	
Mill and Pave	2134 square yards
17th Street (Flagler to Duck)	
Mill and Pave	1322 square yards

TOTAL ESTIMATED COST \$137,000 - \$141,000

District 4

Atlantic Boulevard (Stevens to Bertha) (night work)	
Mill and Pave	5134 square yards
Ashby Street (Patricia to Rose)	
Mill and Pave	734 square yards
Harris Ave (Sunset to 10 th)	
Mill and Pave	1436 square yards

TOTAL ESTIMATED COST \$190,600 – \$196,500

District 5

4th Street (Patterson to Seidenberg)	
Mill and Pave	1656 square yards
3rd Street (Paterson to Staples)	
Partial Reconstruction & Mill and Pave	2112 square yards

TOTAL ESTIMATED COST \$208,000 - \$214,400

District 6

Aronovitz Lane (Whitehead to Angela)	
Mill and Pave	1526 square yards
Windsor Lane (Truman to Amelia)	
Mill and Pave	2051 square yards
Julia Street (Duval to Whitehead)	
Mill and Pave	854 square yards

TOTAL ESTIMATED COST \$152,600 - \$157,300

Miscellaneous

Any remaining funds will be used for miscellaneous roadway repairs around the island.

RESOLUTION NO. 13-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE BID OF DOUGLAS N. HIGGINS, INC., FOR THE ASPHALT PAVING PROJECT (PROJECT #GN-1202 AND GN-1201); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, D.N. Higgins, Inc. was the sole responsive bid in response to the City's ITB for asphalt paving project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Douglas N. Higgins, Inc. is hereby approved and the City Manager is authorized to enter into an agreement in conformity with the bid documents, upon the advice and consent of the City Attorney.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of February, 2013.

Authenticated by the presiding officer and Clerk of the Commission on February 20, 2013.

Filed with the Clerk February 21, 2013.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager
E. David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager
Doug Bradshaw, Senior Project Manager

FROM: Karen Olson, Special Projects Designer

DATE: December 13, 2012

RE: Awarding of the Asphalt Paving Project to D.N. Higgins, Inc. and issuance of Work Order #1 in an amount not to exceed \$167,840.00.

ACTION STATEMENT:

This resolution will approve the sole bidder, D.N. Higgins, Inc., for the Asphalt Paving Project and authorize the City Manager to execute the contract. This resolution will also approve issuing Work Order #1 in an amount not to exceed \$167,840.00 for paving of Cemetery roadways.

BACKGROUND:

The City of Key West hired a consultant to perform a Pavement Assessment throughout the island to rank our roads in need of repair. The City will use this survey as a tool to develop the City's paving priorities. When issuing any work orders under this contract the ongoing N. Roosevelt Blvd. construction will be kept in consideration.

The City will be using a number of specialty pavement treatments to preserve our existing roadways as recommended by the Pavement Assessment Consultant. These treatments will allow us to preserve lower volume roadways for up to 60% less cost than traditional mill and pave. This will allow the City to focus more dollars toward higher volume roadways in need of repair.

With D.N. Higgins, Inc. being sole bidder for this project the City reserves the option of negotiating lower bid prices based on specific line item quantities. The negotiated pricing shall not exceed contracted bid prices and must be mutually agreed upon by both parties.

Key to the Caribbean - Average yearly temperature 77° F.

M E M O R A N D U M

Having the ability to negotiate prices based on actual quantity of work to be performed will allow the City to preserve a larger area of our roadways. The specialty treatment contractor's pricing came in very high due to an unspecified quantity per work order. They priced according to minimal quantity of product and high cost of mobilization. During conversations it was acknowledged that based on quantity we could save as much as 50% off the listed unit price line items.

Knowing this contract may be approved during the City's "high" season, the first work order will be for approximately 7,250 square yards of asphalt overlay within the City Cemetery.

PURPOSE AND JUSTIFICATION:

Many areas throughout the City are in dire need of asphalt rehabilitation. This project will be the beginning of a long term roadway repair/ reconstruction program. Annual funding received from the gas tax fund will make these much need repairs possible.

OPTIONS:

Option #1 Approve the sole bidder, D.N. Higgins, Inc., for the Asphalt Paving Project and authorize the City Manager to execute the contract. This resolution will also approve issuing Work Order #1 in an amount not to exceed \$167,840.00 for paving of Cemetery roadways.

Option #2 Approve Asphalt Paving Project as bid.

Option #3 Reject the bid from D.N. Higgins, Inc. and re-bid Asphalt Paving Project.

Financial Issues

The city has budgeted \$990,389.00 for this project for fiscal year 2013 with an additional proposed budget of \$750,000.00 annually throughout the duration of the contract. Also, the City has budgeted \$170,000.00 for the Cemetery Road Resurfacing project which will be completed under this contract.

The City budgeted for this project in account 102-4102-541-6300 (GN-1202) and account 101-1905-519-6300 for the Cemetery Roadway Resurfacing (CE-1201).

Recommendation

Staff recommends option #1, Approve the sole bidder, D.N. Higgins, Inc., for the Asphalt Paving Project, authorize the City Manager to execute the contract, and approve issuing Work Order #1 in an amount not to exceed \$167,840.00 for paving of Cemetery roadways.

CONTRACT

This Contract, made and entered into this 25 day of FEBRUARY 2013,
by and between the City of Key West, hereinafter called the "Owner", and _____

DOUGLAS N. HIGGINS, INC.

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ASPHALT PAVING, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of _____ 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID DOCUMENTS, the CONTRACT FORMS, CONTRACT SPECIFICATIONS DIVISION I, PERFORMANCE and PAYMENT BONDS.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued with each Work Order. In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000 per day for all work authorized under the Work Order until the work has been satisfactorily completed as

provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.

This Contract will automatically expire and be terminated 2 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to a 1-year time extension at no greater than a 5% increase in unit prices (based on current pricing) set forth in the Proposal. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the owner. Up to 3 extensions for as total contract time of 5 years may be executed based on the original bid prices.

If significant fluctuations (10% or greater) in petroleum prices occur, based on FDOT Fuel and Bituminous Price Index (November 2012), the City and the Contractor reserve the right to propose alternate pricing for the contracted bid prices (increase / decrease). Any change must be approved by the City Manager.

Prior to execution of each work order the City and the Contractor will negotiate contracted bid prices based on specific line item quantities. The negotiated pricing shall not exceed contracted bid prices and must be mutually agreed upon by both parties.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

25 day of February, A.D., 2013.

CITY OF KEY WEST

By [Signature]

Title CITY MANAGER

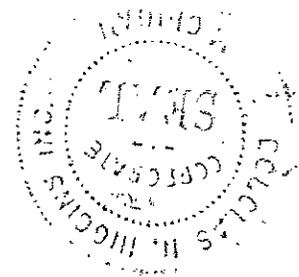
CONTRACTOR DOUGLAS N. HIGGINS, INC.

By [Signature]

Title VICE-PRESIDENT

APPROVED AS TO FORM

Attorney for Owner



ASPHALT PAVING

