VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
John C. Gilbert

DATE: April 10th, 2012

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Eastman Aggregate Enterprises, LLC- Capital Improvement Beach Renourishment Project

RECOMMENDATION

Staff has reviewed the proposal with the Village Beach management consultant, Coastal Systems International ("CSI"), and Village Staff recommends the Village Council approve the proposal submitted by Eastman Aggregate Enterprises, LLC to renourish the beaches along the Atlantic Ocean within the Village by supplying and placing approximately 46,500 tons of beach compatible sand utilizing truck-haul methods.

The total cost of the project is estimated at $1,569,875.66. Funding for this project has been allocated from the 2012 Capital Improvement Plan.

BACKGROUND

Coastal Systems International ("CSI") has been previously retained by the Village in connection with services needed for the beach renourishment projects. CSI has recommended it would be in the best interest of the Village to "piggy back" off the City of Hollywood's contract with Eastman Aggregate, LLC ("Eastman"). Due to the time constraints for competitive bidding and the ongoing bidding process, the "piggy back" approach is the most efficient method of procurement. The City of Hollywood completed a competitive bidding procedure last fall that resulted in the award of the Eastman contract as the lowest, most responsive bidder, attached as Exhibit A. Construction was completed on schedule and there were no change orders.

The construction budget for the Key Biscayne beach project has been developed utilizing the same contract unit costs from Eastman for the Hollywood project. Eastman has maintained these same unit costs despite the increases in fuel and the increase in mileage from the Ortona mine to Key Biscayne. The documentation is provided from the Hollywood contract as shown on Exhibits A and B. For clarification, the lower unit cost for the North Segment of Hollywood was not applicable to Key Biscayne due to the very small segment and short off-road trucking distance (less than 1,500 feet). The South Segment unit price is applicable as the off-road trucking distance was

approximately 3,500 feet. For Key Biscayne, the off-road trucking distance is just over 4,000 feet from the staging area.

ORDINANCE NO. 2012 -

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING EASTMAN AGGREGATE ENTERPRISES, LLC FOR THE VILLAGE'S BEACH RENOURISHMENT PROJECT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") has finalized the environmental permitting for the Village Beach Renourishment Project (the "Project"); and

WHEREAS, it is anticipated that the Project will renourish the beaches along the Atlantic Ocean within the Village by providing 46,500 tons of beach fill; and

WHEREAS, the Village has appropriated funds for the Project and estimates the cost to be $1,569,875.66; and

WHEREAS, the Village Council desires to select a contractor for the Project in an expedited manner given the time constraints of the Project; and

WHEREAS, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (the "Village Code"), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the City of Hollywood Community Redevelopment Agency issued competitive bid BCRA 09-29 for a beach renourishment project (the "Hollywood Contract") and awarded such bid to Eastman Aggregate Enterprises, LLC (the "Eastman"); and

WHEREAS, the Village Council desires to waive competitive bidding requirements in accordance with Section 2-86 of the Village Code and enter into an agreement with Eastman based upon the Hollywood Contract; and

WHEREAS, the Village Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS[1]:

Section 1. **Recitals**. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. **Waiver of Competitive Bidding.** The Village Council, in accordance with Section 2-86 of the Village Code, hereby waives competitive bidding based upon the Hollywood Contract. In addition, the Village Council finds, in accordance with Section 255.20(1)(c)(5), Florida Statutes, that this Project is for the repair or maintenance of the existing beach and is exempt from the competitive bidding provisions within Section 255.20(1), Florida Statutes.

Section 3. **Selection of Eastman.** The Village Council hereby selects Eastman for the Project.

Section 4. **Authorization.** The Village Council hereby authorizes the Village Manager to enter into an agreement with Eastman with the same or better terms as the Hollywood Contract, attached as Exhibit "A," subject to the approval by the Village Attorney as to legal form and sufficiency.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading this ___ day of _____, 2012.

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[1] Coding: underlined words are additions to existing text, struck through words are deletions from existing text, shaded text reflects changes made from First Reading.

PASSED AND ADOPTED on second reading this ___ day of _____, 2012.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Exhibit A

THE CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue
Hollywood, Florida 33022
Phone (954) 921-3930 Fax (954) 921-3258

CONTRACT

THIS AGREEMENT, made and entered into, this 4 day of November, AD, 2011 by and between the HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, party of the first part, (hereinafter sometimes called "CRA"), AND

Eastman Aggregate Enterprises, LLC.

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations hereinafter set forth mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the attached Contract Documents, for the construction of:

HOLLYWOOD BEACH RENOURISHMENT

However, if the City of Hollywood is unable to obtain all permits required for the construction of Hollywood Beach Renourishment, the CRA will not proceed with construction and will not be obligated to make any payment to the CONTRACTOR under this Contract.

Article 2. The Contract Sum: The CRA shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the Unit Price shown in the Proposal heretofore submitted to the CRA by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract (obtained by the application of such Unit Prices to the quantities shown in the Proposal) being the sum of:
THREE MILLIONS SIX HUNDRED AND SIXTY NINE THOUSANDS$3,669,909.60
NINE HUNDRED NINE AND SIXTY CENTS
Dollars: $3,669,909.60

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CRA shall pay the CONTRACTOR as follows:

a) On the 15th day, or the first business day thereafter, of each calendar month, the CRA shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CRA until all work has been performed strictly in accordance with the Agreement and until such work has been accepted by the CRA.

b) Upon submission by the CONTRACTOR of evidence satisfactory to the CRA that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CRA, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the CRA.

Article 4. Time of Completion: The CONTRACTOR shall commence the work to be performed under this Contract within ten (10) calendar days after the date of written Notice to Proceed, and shall fully complete the Contract in accordance with the Contract Documents no later than the completion date set out in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is of the essence, and in the event that construction of the WORK is not completed with the Time Stipulated, as may have been modified solely in accordance with the provisions of Article 11 of the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CRA is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary Conditions of this Contract as liquidated damages sustained by the CRA in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Performance Bond hereto attached for its faithful performance, the CRA shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CRA to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CRA. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form approved by CRA and the GENERAL COUNSEL.

Article 6. Contract Documents: All the documents hereinafter listed from

the Contract and they are as fully a part of the Contract as it hereto attached, or repeated in this Agreement:

1. Notice to Bidders
2. Instruction to Bidders
3. Proposal
4. Bid Bond
5. Contract
6. Performance Bond
7. Payment Bond
8. Specifications
9. Addenda
10. Plans
11. Exhibits A, B, C, D, E

As prepared/approved by:

Peter Bober, Chair

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in two (2) counterparts, each of, which shall, without proof of accounting for the other counterparts, be deemed an original contract.

THE HOLLYWOOD, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY
Party of the First Part

By: _____(SEAL)
CRA Executive Director

ATTEST:

B-020
J:\BCRA 09-029 Beach Renourishment\Contract\1 constructioncontract909.doc

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, Sealed and delivered in the presence of:

_______________________ (Witness)

_______________________ (Name of Firm) a Partnership

_______________________ (Witness)

BY: _______________________ Partner

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

_______________________ Secretary

Eastman Aggregate Enterprises, LLC
(Correct Name of Corporation)

By: _______________________(SEAL)
President

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

APPROVED AS TO FORM & LEGALITY FOR THE USE AND RELIANCE OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ONLY:

BY: _______________________ for
Jeffrey P. Sheffel
General Counsel

APPROVED AS TO FINANCE:

BY: _______________________
Bryan Cahen, Finance Manager
Community Redevelopment Agency

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC SERVICES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue
Hollywood, FL 33022
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 1

PROPOSAL BID FORM

Item 9: PROPOSAL BID FORM HAS BEEN AMENDED REMOVING ENVIRONMENTAL AGENCY PERMITS AND REVISING THE LINEAR FEET OF DUNE POST AND FENCING.

Project No.: BCRA-09-029 Project Name: Hollywood Beach Renourishment

Account No.:

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 120 calendar days following the issuance of the Notice to Proceed. **UNIT PRICE PREVAILS OVER TOTAL PRICE.** All entries on this form must be typed or written in block form in ink. Quantities Furnished are for information purposes only.

No.	Description	Qty	Unit	Unit Price	Total
1.	Mobilization and Demobilization	1	LS	$140,072.00	$140,072.00
2.	Surveying	1	LS	$53,051.00	$53,051.00
3.	Beach Fill – North Segment (R-107 to R-109+300)	27,000	TONS	$ 24.46	$660,420.00
4.	Beach Fill – South Segment (R-118+700 to R-123+800)	97,000	TONS	$ 25.57	$2,476,410.00
5.	Geotechnical Testing	1	LS	$6,804.00	$ 6,804.00
6.	Beach Tilling	1	LS	$16,125.00	$16,125.00
7.	Turbidity Monitoring	1	LS	$28,165.00	$28,165.00
8.	Vibration Control & Monitoring	1	LS	$66,112.00	$66,112.00
9.	Performance Bond (100% of Contract)	1	LS	$39,560.00	$39,560.00
10.	Beach Sunflower Dune Vegetation	1,500	EA	$ .59	$ 886.88
11.	Sea Oats Dune Vegetation	4,000	EA	$ 1.02	$4,085.00

ORIGINAL

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC SERVICES
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ADDENDUM NUMBER 1

12.	Dune Post and Rope Fencing with Signage	300	LF	$ 11.56	$ 3,466.88
13.	Owner Contingency 5%	1	LS	$183,955.67	$183,955.67
		BID TOTAL:			$3,679,113.43

ORIGINAL

Exhibit B

Project: Village of Key Biscayne Renourishment
Construction Cost Summary - Eastman Aggregate Enterprises, LLC.
March 23, 2012

Item #	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization/ Demobilization	1	LS	$140,072.00	$140,072.00
2	Beach Fill	46,500	TON	$25.53	$1,187,145.00
3	Geotechnical Testing	1	LS	$6,804.00	$6,804.00
4	Beach Tilling	1	LS	$16,125.00	$16,125.00
5	Turbidity Monitoring	1	LS	$28,165.00	$28,165.00
6	Vibration Control & Monitoring	1	LS	$66,112.00	$66,112.00
7	Tolls	2,215	EA	$11.25	$24,918.75
8	Performance Bond (100% of Contract)	1	LS	$22,040.13	$22,040.13
9	Owner Contingency 5%	1	LS	$78,493.78	$78,493.78
	BID TOTAL				**$1,569,875.66**