

RESOLUTION NO. 19-03-10

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATION OF THE RFP 19-01 EVALUATION COMMITTEE FOR ASPHALT REPAIRS-DAMAGE CAUSED BY HURRICANE IRMA AND ASSOCIATED DEBRIS MANAGEMENT ACTIVITIES TO VILLAGE ROADS, STREETS, BIKE PATH LANES AND PORTIONS OF THE OVERSEAS HERITAGE TRAIL; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 10, 2017, Hurricane Irma impacted Islamorada and the Florida Keys, thereby causing extensive amounts of debris and damaging portions of public streets, roads, bike path lanes and the Florida Keys Overseas Heritage Trail; and

WHEREAS, the Hurricane debris was cleared by a debris management contractor using heavy equipment and loaded trucks that continuously ran over the roadway as part of the removal process, and

WHEREAS, the damages to the roads, streets, bike path lanes and the Florida Keys Overseas Heritage Trail include scrapes, gouges and cracking of the asphalt roadway pavement; and

WHEREAS, the Village needs a Florida licensed asphalt contractor capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services to repair the damages; and

WHEREAS, the Village advertised a Request for Proposals for Asphalt Repairs-Damage Caused by Hurricane Irma and Associated Debris Management Activities to Village Roads,

Streets, Bike Path Lanes and Portions of the Overseas Heritage Trail (“RFP 19-01”) from January 15, 2019 through February 15, 2019, attached as Exhibit “A” hereto; and

WHEREAS, the Village Clerk received three (3) proposals in response to RFP 19-01; and

WHEREAS, the Village Manager created an Evaluation Committee (the “Committee”) to review responsive proposals and make a recommendation to the Village Council for the selection of the contractor; and

WHEREAS, the Committee reviewed the three (3) proposals received using the selection criteria and point system detailed in the RFP and ranked the proposals as follows:

<u>Bid Rank</u>	<u>Proposer/Firm Name</u>	<u>Points (out of 450)</u>
1	J.A. LaRocco Enterprises, Inc.	414
2	H&R Paving, Inc.	392
3	Affordable Asphalt, Inc.	336

WHEREAS, the Committee recommended J.A. LaRocco Enterprises, Inc. for selection as the top-ranked proposer; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firm to repair the asphalt on Village’s roads, streets, bike path lanes and portions of the Florida Keys Overseas Heritage Trail; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval of Ranking.** The Village Council of Islamorada, Village of Islands, hereby approves the Committee’s final rankings and recommendation and accepts the proposal from J.A. LaRocco Enterprises, Inc. in response to RFP 19-01.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate the terms and conditions of a Professional Services Agreement with J.A. LaRocco Enterprises, Inc. to be subsequently presented to the Village Council for approval.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Ken Davis, second by Councilman Jim Mooney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	ABSENT
Councilman Jim Mooney	YES

PASSED AND ADOPTED ON THIS 14th DAY OF MARCH, 2019.



DEB GILLIS, VILLAGE MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY



ISLAMORADA, VILLAGE OF ISLANDS

**REQUEST FOR PROPOSALS
ASPHALT REPAIRS -
DAMAGE CAUSED BY HURRICANE IRMA
AND ASSOCIATED DEBRIS MANAGEMENT ACTIVITIES
TO VILLAGE ROADS, STREETS, BIKE PATH LANES AND
PORTIONS OF THE OVERSEAS HERITAGE TRAIL
(RFP 19-01)**

Issue Date: January 15, 2019

Islamorada, Village of Islands (the "Village"), will receive formal proposals from qualified firms to repair the asphalt pavement on various roads and streets within the Village (excluding the Overseas Highway), portions of bike path lanes that run along the Old Highway and the Overseas Highway, and portions of the Overseas Heritage Trail that were damaged by Hurricane Irma directly or by the Village's debris management contractor following Hurricane Irma.

Interested firms are invited to submit Proposals for consideration in accordance with this Request for Proposals ("RFP") to the Village Clerk. Original signed Proposal Documents, an electronic copy in Adobe Acrobat PDF format, and five (5) hard copies of the Proposal Documents must be submitted prior to **3:00 p.m. Eastern Standard Time (EST) on February 15, 2019** to:

Village Clerk
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036
Telephone: (305) 664-6412
Fax: (305) 664-6466

It is the sole responsibility of the firm to ensure that submittals are received by the stated deadline. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified firms to repair the asphalt pavement on various roads, streets and bike path lanes within the Village and portions of the Overseas Heritage Trail that were damaged by Hurricane Irma directly or by associated debris management contractor equipment and machinery. The Overseas Highway, which is the repair and maintenance responsibility of the Florida Department of Transportation (FDOT), is not included in the scope of these services, but bike path lanes along the Overseas Highway are included in the scope of services.

II. BACKGROUND AND HISTORY

Islamorada, Village of Islands (the “Village”) is a municipality located in the upper Florida Keys and is comprised of four (4) islands spanning approximately eighteen (18) miles. The Village was incorporated in 1997, and the current population is approximately 6,200. Excluding the Overseas Highway, the Village is responsible for repair and maintenance of 65 miles of roads and streets. Additionally, the Village is responsible for repair and maintenance of bike path lanes and the Overseas Heritage Trail [State Park] that run along the Overseas Highway and the Old Highway through the 18-mile length of the Village.

On September 10, 2017, Hurricane Irma impacted Islamorada and the Florida Keys. Storm surge and winds from the Hurricane directly damaged portions of streets, roads, bike path lanes and the Overseas Heritage Trail. The Hurricane caused extensive amounts of debris that was cleared by a debris management contractor. During the debris removal from the roads, the trucks, machinery and other equipment damaged the asphalt on the roads and streets.

III. SCOPE OF WORK

This work includes asphalt overlay and paving construction services for roads, streets, bike path lanes and the Overseas Heritage Trail within the limits of the Village, damaged by Hurricane Irma directly or by equipment utilized by its debris management contractor. Roads and streets are all one (1) or two (2) lanes wide. Roads, streets and bike path lanes were resurfaced with asphalt overlay within the past five (5) years.

Exhibit C is an inspection report from FEMA dated May 16, 2018 wherein a sampling of damages to roads and streets was conducted on 14.25 out of 65 miles of roads (22%). The report includes referenced photographs. This sample is representative of the damages that occurred throughout the Village. Damages include scrapes, gouges and cracking of the asphalt roadway pavement.

Exhibit D is an inspection report from FEMA dated March 15, 2018, wherein a sampling of damages to bike path lanes and the Overseas Heritage Trail is documented. The report includes some photographs, and the site #s within approximately four (4) linear miles from MM 86 to MM 90. The damages listed on the Facility Component Damages form totals 15.87 cubic yards (CY) for 60 sites. This represents approximately 25% of the total

damages to bike path lanes and the Overseas Heritage Trail. The Overseas Heritage Trail [State Park] runs a total of approximately 12.3 miles through the Village. The Trail sustained extensive damages on Upper and Lower Matecumbe Keys.

A majority of the damages to the asphalt on roads, streets and on the bike paths or trails was caused by debris removal operations. Heavy equipment and loaded trucks continuously ran over the roadway as part of the debris removal process. Debris was piled at intersections and loaded onto trucks by bucketed equipment. Some damages were caused by storm surge flooding undermining the road surface.

The Village intends to contract repairs and return all paved roadways and bike path lanes and bike trails back to pre-disaster condition. This work may include milling and/or saw cutting existing pavement to place new asphalt overlay. Some areas may require removal of entire pavement sections to remediate any lost subsurface structural fill material.

Because the total extent of damages is not known, the Village is requesting that proposals include costs by unit of volume (i.e., per ton) as reflected on Exhibit B.

The Village will be submitting costs associated with this project to FEMA and the State of Florida for Hurricane Irma recovery cost reimbursement consideration. The selected contractor will be asked to assist the Village in documenting repairs as they occur, including maintaining a log of the repairs, taking photographs of the damage sites before they are repaired and after they are repaired, and documenting GPS coordinates of each damage site. Invoicing should detail the damage areas addressed during each billing period and costs per damage area should be indicated.

Project Schedule

Time is of the essence. The project should commence no later than thirty (30) days after execution of an agreement with the Village that will be prepared and provided by the Village Attorney's Office.

RFP Proposal Deadline & Bid Openings	February 15, 2019
Selection Committee Meeting	February 19, 2019
Selection Committee Meeting, if needed	February 19, 2019
Approval of Contractor Selection by Village Council	February 21, 2019
Agreement for Services Execution/NTP	February 28, 2019

IV. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested consultants/firms must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy on CD or flash drive. The electronic copy should be identical to the original printed package, in natively converted PDF format. The Proposal shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the Bidder

and bear the following title: **Islamorada, Village of Islands “Request for Proposals-Hurricane Irma Asphalt Repairs (RFP 19-01).**

Bid packages must contain the following information:

1. **Cover Letter:** Provide a cover letter introducing your firm and proposal.
2. **Company Overview:** Provide an overview of the company detailing the total number and expertise of professional staff, describing staff credentials, and identifying office locations and staff assigned to those offices throughout the Florida Keys or the nearest locations to the Florida Keys. Please note that the Village prefers to contract directly with prime entities and the use of sub-consultants in your submission may affect proposal scoring.
3. **Project Examples:** Provide at least three (3) examples of successfully implemented projects that demonstrate experience with the services described in the scope of work, preferably in a local government setting. Include the client name, project name, project location and summary of services performed. Experience documenting work for submission to FEMA for hurricane cost recovery reimbursement should be cited.
4. **Project Approach:** Provide in specific detail the method that will be used to repair the asphalt along the Village’s roads. Interested proposers are encouraged to visually inspect example damage locations to determine best approach to doing repairs. The Village plans to submit to FEMA for an extension of the March 10, 2018 deadline to complete permanent work associated with Hurricane Irma. Any experience with seeking FEMA and State of Florida hurricane recovery reimbursement should be stated. Assistance that the contractor can provide the Village relating to seeking FEMA and State of Florida reimbursement for Hurricane Irma permanent work should be identified.
5. **Project Timeline and Fee Schedule:** Complete “Basis of Bid” Form attached to the RFP as Exhibit B. Provide a timeline for start and completion of the project. Time is of the essence.
6. **State Authorization to Transact Business:** Provide proof of authorization to transact business in the State from the Florida Secretary of State, if applicable.
7. **Firm References:** Provide a list and description of at least three (3) of the most recent contracts the firm has had where services similar to those contemplated by this RFP were provided.
8. **Insurance:** Provide proof of professional liability insurance, commercial general liability insurance, commercial automobile liability insurance, and worker’s compensation insurance coverage as required by law as explained in Exhibit A to this RFP.

V. EVALUATION SCORING AND TIMELINE

An Evaluation Committee will convene after the opening of the proposals to evaluate proposals for recommendation to the Village Council.

The point system for scoring of proposals will be as follows:

Company Overview	0-20 Points
Similar Project Experience/References	0-30 Points
Approach	0-40 Points
Fee Schedule	0-50 points
Total Points	140 Points

The Village reserves the right to accept or reject any or all Bids; to waive irregularities, technical errors and formalities; and to select a qualified firm(s) to provide the Services as it deems will best serve the interest of the Village.

All inquiries and requests for clarification or interpretation regarding this Invitation to Bid shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to ana.hernandez@islamorada.fl.us; or by fax to (305) 664-6464 no later than February 4, 2019.

The Village shall issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com/> and on the Village's website at <http://www.islamorada.fl.us/>. No oral change or interpretation of the provisions contained in this Invitation to Bid is valid. Written addenda shall be issued when changes, clarifications or amendments to the Invitation to Bid document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

VI. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the Firms in response to this RFQ will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Upon the Village's notice of a decision or intended decisions on selection of a Proposer or within ten (10) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFQ are public records or documents subject to disclosure, except as specifically exempted by Florida law or Applicable Law. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting their Proposals, each Firm expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the Firm may suffer from disclosure of information or materials to third parties and the Firm agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

EXHIBIT A

REQUIRED INSURANCE FOR THE VILLAGE OF ISLAMORADA

Contractor shall, at its own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Contractor shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Contractor shall furnish the Village with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village's council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Contractor shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Contractor shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"	
Part Two: \$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the Village, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village's council members, officials, officers, agents and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days' notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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Professional Liability Insurance

Such insurance shall be on a form acceptable to the Village and shall cover Contractor for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with 30 days' notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim
\$ 1,000,000 Annual Aggregate

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the Village by the insurance provided by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

2. Additional Insured for Commercial General Liability

Islamorada, Village of Islands, FL, and its council members, officials, officers and employees

EXHIBIT B
BASIS OF BID

<i>Item #</i>	<i>Description</i>	<i>Unit Price</i>
1	Asphalt Repairs (less than 2.0 SY)	_____ / TN
2	Asphalt Repairs (2.0 SY to 4.99 SY)	_____ / TN
3	Asphalt Repairs (5.0 SY to 9.99 SY)	_____ / TN
4	Asphalt Repairs (greater than 10.0 SY)	_____ / TN
5	Asphalt Milling	_____ / SY-IN
6	Base Coarse Repair (LBR)	_____ / SY-IN

SY = Square Yards

SY-IN = Square Yard Inch

TN = Tons

LBR = Lime Base Rock