

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** April 6, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Krysti L. Brotherton, CPPB
Purchasing Manager

**SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD
APPROVAL \$1 MILLION OR GREATER**

A. CONTRACTS OVER \$1,000,000 - Per Board direction, contracts valued at \$1,000,000 or more require approval by the Board of County Commissioners.

- 1. YARD TRASH PROCESSING, TRANSPORT & MANAGEMENT (RFB2021-3291)** – The County owns a “Transfer Station and Recycling Center” (“Center”) located at 9101 SW Busch Street in Palm City, Florida 34990. The County’s property includes an area (“the Site”) that is used for the management of Yard Trash. The Site is approximately 1.4 acres in size, paved with asphalt, and located immediately north of the County’s Transfer Station. The Selected Bidder (Contractor) will be allowed to use this area for receiving and shipping Yard Trash. The Contractor also will be able to use this area for chipping, grinding, and otherwise Processing the Yard Trash, if the County requests the Selected Bidder to provide such services on the Site, before shipping the Yard Trash to off-site locations for beneficial uses. Yard Trash is delivered to the Center by the County’s franchisee (currently Waste Management Inc. of Florida (“WMIF”)), other haulers, businesses, and residential customers. The County currently receives approximately 84,000 tons of Yard Trash each year at the Center. However, the amount of Yard Trash received at the Center can fluctuate as a result of various factors, including but not limited to hurricanes and population growth. Under the Agreement, all of the Yard Trash received at the Center will be delivered to the Contractor at the Site, but the County makes no other representations or guarantees concerning the quantity of Yard Trash that will be delivered to the Contractor. The Contractor shall be responsible for accepting, managing, and beneficially reusing all of the Yard Trash that is received at the Site, subject to the conditions in the Agreement.

Each Bidder was encouraged, but not required, to provide its prices (“Rates”) for two options that are of interest to the County. After the County receives the Rates proposed by the Bidders, the County shall select the option it prefers. Under Option 1, the Contractor will transport the Yard Trash from the Site to a location where the Yard Trash will be chipped, ground, or otherwise processed and used for a beneficial purpose. Under Option 2, the County’s Yard Trash will be chipped, ground, or otherwise processed on the Site and then transported to an off-Site location for beneficial reuse. Under both options, the Contractor will be solely responsible for (a) receiving and managing incoming Loads of Yard Trash; (b) loading the Yard Trash into its vehicles, (c) providing or arranging for the vehicles that will be used to transport the Yard Trash to an off-Site location, (d) Processing the Yard Trash, (e) using or arranging for the use of the Yard Trash in a

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beneficial manner, and (f) disposing of any material that cannot be beneficially reused. The Contractor shall pay all costs and expenses associated with these tasks.

The initial term of the Agreement will expire on September 30, 2026. The Agreement may be renewed and extended, with the consent of both parties, for an additional four (4) years. Thus, the maximum potential duration of the Agreement is approximately nine and one-half (9.5) years.

Project was publicly bid (bid tabulation attached).

Fiscal Impact: This Agreement is funded with Tipping Fees and Annual Assessment fees for Solid Waste.

Recommended Action:

1. Move that the Board award the contract to the lowest responsive and responsible bidder, Camo Farms, Inc. at a cost of \$18.75/ton for Option #1, and;
2. Move that the Board authorize the Chair to execute the Agreement and Lease for Yard Trash Processing Services.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

B. CONTRACT AMENDMENTS OVER 10% OF ORIGINAL CONTRACT VALUE - In accordance with the Purchasing Manual, Section 3.1, contract amendments for contracts valued at \$500,000 or more that increase the total contract value by 10% or more require approval by the Board of County Commissioners.

- 1. SAILFISH SANDS GOLF COURSE PARKING LOT (RFB2020-3260)** – The Sailfish Sands Golf Course (f.k.a. Martin County Golf Course) Parking Lot project is the replacement of an existing parking lot in accordance with the revised site plan. The parking lot will accommodate the newly renovated golf course, proposed renovations of the existing Pro Shop, and proposed construction of a new Clubhouse facility. This parking lot project includes but is not limited to the demo of the existing asphalt and site features, new subbase, base, and asphaltic concrete, new parking lot lighting, hardscape, new lift station, underground utilities, landscape, and irrigation.

Purpose of Amendment: Installation of a new irrigation system to parking lots and retention area per plan. The irrigation system is necessary to provide the minimum required water to the new landscaping within and around the new parking lot and the proposed St. Lucie Boulevard traffic calming medians.

Original Contract Amount: \$ 1,214,604.86 (BCC approved 11/10/20)
Change Order #1: \$ 43,139.25 (approved administratively)
Total Current Contract Value: \$ 1,257,744.11
Amount of this Request: \$ 191,210.25
Total Contract Value: \$ 1,448,954.36

Fiscal Impact: This Change Order is funded by Construction Project Bond funds.

Recommended Action:

1. Move that the Board approve Change Order #2 to HG Construction Development & Investment, Inc. in the amount of \$191,210.25, and;
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

C. CONTRACT AMENDMENTS TO INCREASE ORIGINAL MAXIMUM CONTRACT NOT-TO-EXCEED VALUE

1. **GENERAL CONTRACTOR SERVICES (RFB2018-3084)** – On October 23, 2018, the County executed a continuing services Contract to four (4) vendors for General Contractor Services to be used Countywide. The Contract term is for three (3) years plus two (2) optional one-year renewals for a maximum term of five (5) years. The maximum contract not-to-exceed value is \$5,000,000. The Contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first.

The initial three (3) year term expires on October 22, 2021. However, the maximum not-to-exceed Contract value has been reached and the contract must be re-bid. This Contract was heavily utilized for modifications/improvements (for social distancing) to County facilities in response to the COVID-19 pandemic.

Purpose of Amendment: Increase the maximum not-to-exceed Contract amount by \$100,000.00 to cover current projects, allow for a continuation of services, and allow staff adequate time to rebid the Contract.

Original Contract Amount:	\$	5,000,000.00
Amount of this Request:	\$	100,000.00
Total New Contract Value:	\$	5,100,000.00

Fiscal Impact: Funding for projects is included in Department operating and/or capital improvement budgets approved by the Board.

Recommended Action:

1. Move that the Board approve an Amendment to the Agreement for RFB2018-3084: General Contractor Services to increase the not-to-exceed value of the Contract in the amount of \$100,000.00 for a revised maximum not-to-exceed value of \$5,100,000.00, and;
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.