



**Cooper City Commission Meeting
Agenda Item Request Form**

Commission Meeting/Workshop Date: July 16, 2019

Requesting Department: Utilities

Subject: Award of Contract for Asphalt/Concrete
Patching & Restoration

Section:

Presentation

Consent

Regular

Discussion

Background and Recommendation (attach backup material to Item Request Form):

This is recommendation for Commission approval of a one-year agreement with Concrete Works & Paving, Inc. for asphalt and concrete patching restoration. Funds are available in the water and sewer fund, as well as the storm water fund, and budgeted for this purpose.

General Ledger Account Number(s) and Amount(s):

450-910-534710-533 – Repairs-Road & Drainage

Approvals:

Finance Director

City Manager

City Clerk



COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

DATE: June 27, 2019

TO: Kathryn Sims, Interim City Manager

FROM: Michael F. Bailey, P.E., Utilities Director/City Engineer

SUBJECT: Award of Contract for Asphalt/Concrete Patching & Restoration

This is a recommendation for Commission approval of a one-year agreement with Concrete Works & Paving, Inc. for asphalt and concrete patching and restoration.

Installation and repair of the City's underground utility infrastructure often involves removing or damaging portions of roads and sidewalks, which must then be restored. Over the years, we have found that it is more cost effective to contract for this restoration work than to do it in-house. The previous contract for this work has expired and a recent street paving and resurfacing bid, which also included items for smaller, utility operations-related repairs, is expected to be rejected by the City Commission at tonight's meeting. After researching alternatives, staff found that Broward County recently bid and awarded a contract to Concrete Works & Paving, Inc. for this work, and that the bid prices would be advantageous to the City. The contractor has offered to perform this work for the City under the same terms and conditions as the Broward County contract, and a signed proposed contract is attached.

The Public Works Department is presenting a paving contract to the Commission for consideration at tonight's meeting, but the paving work performed by Public Works is very different from the road repair work associated with Utilities Department work. The contract for Public Works is for larger road resurfacing work that is planned and scheduled, and does not include pay items for patching with quick response times, that is required for Utilities' work.

I have reviewed Concrete Works' performance with Broward County staff and find it to be satisfactory. I recommend, therefore, Commission approval of a one-year contract, with options to extend for up to two additional one-year periods, with Concrete Works & Paving, Inc., in an amount not to exceed the limits of the approved budget for asphalt and concrete patching and restoration. Funds are available in both the Water & Sewer and the Stormwater funds, and budgeted for this purpose.

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2019, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("**City**"),

and

CONCRETE WORKS AND PAVING INC., a Florida corporation, located at 1143 NE 40 RD, Homestead, Florida 33033, hereinafter "**CONTRACTOR**," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide concrete and asphalt restoration services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid PNC2118157B1 between BROWARD COUNTY and the CONTRACTOR for the concrete and asphalt restoration and related services ("County Agreement"). The County Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the County Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the County Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the County Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid County Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 2019, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the County Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the County Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit “B”**.
- B. This Agreement shall be effective upon execution by both parties, and shall expire March 20, 2020, subject to any renewal period provided in the County Agreement.
- C. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- D. CONTRACTOR shall provide City with proof of insurance and bonding as required by the County Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- F. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of the County Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR’s possession or control in connection with the CONTRACTOR’s performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City’s records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City’s information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR’S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, KSIMS@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK’S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Kathryn Sims
Interim City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Alvaro A. Medina Jr.
Concrete Works and Paving Inc.
1143 NE 40 RD
Homestead, FL 33033

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: Kathryn Sims, Intern City Manager

BY: Jenna Montoya, Acting City Clerk

APPROVED AS TO LEGAL FORM:

BY: Jacob G. Horowitz, Esq.
City Attorney

WITNESSED BY:
[Signature]
MARIA FERTES
Print name

CONCRETE WORKS AND PAVING INC., a Florida corporation

BY: [Signature]
Name: AWARDO MEDINA
Title: PRESIDENT

[Signature]
Oscar Bejaran
Print name

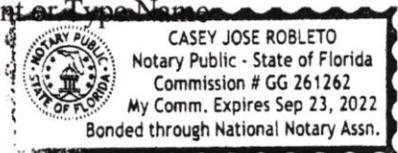
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared AWARDO MEDINA as PRESIDENT of **Concrete Works and Paving Inc.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of AWARDO MEDINA, as PRESIDENT of **Concrete Works and Paving Inc.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 26 day of JUNE, 2019.

Casey Robleto
NOTARY PUBLIC
CASEY JOSE ROBLETO
Print or Type Name

My Commission Expires: 9/23/2022



Lead Agency Contact (Contact Unit Mgr if Incorrect)
olmurray@broward.org

Contract ID # PNC2118157B1_1	Document Description Concrete/Asphalt Restoration S	Start Date 3/21/2019	End Date 3/20/2020	Not To Exceed \$1,179,167.50	Amount Ordered \$398,400.67
Vend#-AddrID-ContactID 0000005388	Legal Name CONCRETE WORKS & PAVING, INC	Vendor Contact Email Amedi009@hotmail.com		Vendor Phone # 305/218-4816	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
PNC2118157B1_1_001	9105165	Standard mobilization for asphalt work	22.00	EA	\$0.00	\$75.00	\$1,650.00	\$450.00
PNC2118157B1_1_002	9105165	Standard mobilization for concrete work	47.00	EA	\$0.00	\$200.00	\$9,400.00	\$1,200.00
PNC2118157B1_1_003	9105165	Emergency call out mobilization within 4 hours	2.00	EA	\$0.00	\$300.00	\$600.00	\$600.00
PNC2118157B1_1_004	9105165	Traffic control officer	0.00	HR	\$0.00	\$25.00	\$0.00	\$0.00
PNC2118157B1_1_005	9105165	Work zone sign F & I	230.00	DAY	\$0.00	\$1.00	\$230.00	\$20.00
PNC2118157B1_1_006	9105165	Business sign F & I	0.00	EA	\$0.00	\$5.00	\$0.00	\$0.00
PNC2118157B1_1_007	9105165	Barrier wall temporary F&I waterfilled up to 30 days	0.00	LFT	\$0.00	\$5.00	\$0.00	\$0.00
PNC2118157B1_1_008	9105165	Barrier wall temporary relocate concrete	0.00	LFT	\$0.00	\$7.00	\$0.00	\$0.00
PNC2118157B1_1_009	9105165	Barrier wall temporary relocate waterfilled	0.00	LFT	\$0.00	\$9.00	\$0.00	\$0.00
PNC2118157B1_1_010	9105165	Barricade temporary types I II DI VP & drum F & I	0.00	DAY	\$0.00	\$1.00	\$0.00	\$0.00
PNC2118157B1_1_011	9105165	Barricade temporary type III 6 foot F & I	16.00	DAY	\$0.00	\$3.00	\$48.00	\$0.00
PNC2118157B1_1_012	9105165	Traffic cones F & I	2,140.00	DAY	\$0.00	\$1.00	\$2,140.00	\$175.00
PNC2118157B1_1_013	9105165	Advance warning arrow panels F & I	1.00	DAY	\$0.00	\$25.00	\$25.00	\$0.00
PNC2118157B1_1_014	9105165	Temporary retroreflective pavement marker	0.00	EA	\$0.00	\$5.00	\$0.00	\$0.00
PNC2118157B1_1_015	9105165	Portable changeable message sign temporary F & I	0.00	DAY	\$0.00	\$30.00	\$0.00	\$0.00
PNC2118157B1_1_016	9105165	FDOT certified flag person	127.00	HR	\$0.00	\$25.00	\$3,175.00	\$850.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)

olmurray@broward.org

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Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
PNC2118157B1_1_017	9105165	Sediment barrier	0.00	LFT	\$0.00	\$3.00	\$0.00	\$0.00
PNC2118157B1_1_018	9105165	Floating turbidity barrier	0.00	LFT	\$0.00	\$7.00	\$0.00	\$0.00
PNC2118157B1_1_019	9105165	Staked turbidity barrier - nylon reinforced PVC	0.00	LFT	\$0.00	\$2.00	\$0.00	\$0.00
PNC2118157B1_1_020	9105165	Mowing	0.00	ACR	\$0.00	\$75.00	\$0.00	\$0.00
PNC2118157B1_1_021	9105165	Utility locating and excavation test hole	0.00	EA	\$0.00	\$250.00	\$0.00	\$0.00
PNC2118157B1_1_022	9105165	Engineering work signed & sealed drawings	0.00	HR	\$0.00	\$60.00	\$0.00	\$0.00
PNC2118157B1_1_023	9105165	Curb or curb and gutter removal	64.00	LFT	\$0.00	\$6.00	\$384.00	\$42.00
PNC2118157B1_1_024	9105165	Removal of existing concrete pavement	735.50	SQY	\$0.00	\$10.00	\$7,355.00	\$775.00
PNC2118157B1_1_025	9105165	Regular excavation	628.60	CUY	\$0.00	\$10.00	\$6,286.00	\$310.00
PNC2118157B1_1_026	9105165	Embankment	0.00	CUY	\$0.00	\$13.00	\$0.00	\$0.00
PNC2118157B1_1_027	9105165	Flowable fill	195.00	CUY	\$0.00	\$105.00	\$20,475.00	\$0.00
PNC2118157B1_1_028	9105165	Type B stabilization	207.00	SQY	\$0.00	\$2.00	\$414.00	\$0.00
PNC2118157B1_1_029	9105165	Reworking limerock base 6 inch	3,569.40	SQY	\$0.00	\$8.00	\$28,555.20	\$1,552.00
PNC2118157B1_1_030	9105165	Reworking limerock base 4 inch	0.00	SQY	\$0.00	\$4.50	\$0.00	\$0.00
PNC2118157B1_1_031	9105165	Reworking limerock base 3 inch	0.00	SQY	\$0.00	\$4.00	\$0.00	\$0.00
PNC2118157B1_1_032	9105165	Limerock new material for reworking base	266.50	CUY	\$0.00	\$20.00	\$5,330.00	\$120.00
PNC2118157B1_1_033	9105165	Temporary patch using cold asphaltic mix (1 inch thick)	0.00	CUF	\$0.00	\$8.00	\$0.00	\$0.00
PNC2118157B1_1_034	9105165	Milling existing asphalt pavement 1 inch average depth	520.00	SQY	\$0.00	\$3.00	\$1,560.00	\$0.00
PNC2118157B1_1_035	9105165	Milling existing asphalt pavement 2 inch average depth	0.00	SQY	\$0.00	\$3.00	\$0.00	\$0.00
PNC2118157B1_1_036	9105165	Milling existing asphalt pavement	153.00	SQY	\$0.00	\$3.00	\$459.00	\$0.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)
 olmurray@broward.org

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Vend#-AddrID-ContactID 0000005388	Legal Name CONCRETE WORKS & PAVING, INC	Vendor Contact Email Amedi009@hotmail.com		Vendor Phone # 305/218-4816	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		1.5 inch average depth						
PNC2118157B1_1_037	9105165	Type S asphaltic concrete	0.00	TON	\$0.00	\$150.00	\$0.00	\$0.00
PNC2118157B1_1_038	9105165	Superpave asphaltic concrete traffic A B C D or E	334.50	TON	\$0.00	\$165.00	\$55,192.50	\$6,847.50
PNC2118157B1_1_039	9105165	Asphalt concrete friction course traffic A C or D FC 9.5 or 12.5 rubber	0.00	TON	\$0.00	\$140.00	\$0.00	\$0.00
PNC2118157B1_1_040	9105165	Miscellaneous asphalt pavement	0.00	TON	\$0.00	\$140.00	\$0.00	\$0.00
PNC2118157B1_1_041	9105165	Cleaning and sealing random cracks in existing concrete pavement rehab	0.00	LFT	\$0.00	\$4.00	\$0.00	\$0.00
PNC2118157B1_1_042	9105165	Cleaning and resealing joints existing (concrete pavement rehab)	0.00	LFT	\$0.00	\$4.00	\$0.00	\$0.00
PNC2118157B1_1_043	9105165	Concrete class NS gravity wall	0.00	CUY	\$0.00	\$135.00	\$0.00	\$0.00
PNC2118157B1_1_044	9105165	concrete class I	1.00	CUY	\$0.00	\$125.00	\$125.00	\$125.00
PNC2118157B1_1_045	9105165	concrete class II culverts	0.00	CUY	\$0.00	\$135.00	\$0.00	\$0.00
PNC2118157B1_1_046	9105165	concrete class II endwalls	0.00	CUY	\$0.00	\$135.00	\$0.00	\$0.00
PNC2118157B1_1_047	9105165	concrete class II retaining walls	0.00	CUY	\$0.00	\$135.00	\$0.00	\$0.00
PNC2118157B1_1_048	9105165	concrete class II	0.00	CUY	\$0.00	\$135.00	\$0.00	\$0.00
PNC2118157B1_1_049	9105165	Reinforcing steel	6,258.00	LBS	\$0.00	\$1.50	\$9,387.00	\$0.00
PNC2118157B1_1_050	9105165	Inlets closed flume	0.00	EA	\$0.00	\$2,000.00	\$0.00	\$0.00
PNC2118157B1_1_051	9105165	Inlets adjust	0.00	EA	\$0.00	\$300.00	\$0.00	\$0.00
PNC2118157B1_1_052	9105165	Manhole adjust	1.00	EA	\$0.00	\$300.00	\$300.00	\$0.00
PNC2118157B1_1_053	9105165	Manhole adjust utilities	12.00	EA	\$0.00	\$375.00	\$4,500.00	\$375.00
PNC2118157B1_1_054	9105165	Malve boxes adjust	13.00	EA	\$0.00	\$100.00	\$1,300.00	\$200.00
PNC2118157B1_1_055	9105165	Drainage structures miscellaneous adjust	0.00	EA	\$0.00	\$100.00	\$0.00	\$0.00
PNC2118157B1_1_056	9105165	Pipe handrail- guiderail aluminum	69.00	LFT	\$0.00	\$45.00	\$3,105.00	\$0.00
PNC2118157B1_1_057	9105165	Concrete curb & gutter type E	0.00	LFT	\$0.00	\$15.00	\$0.00	\$0.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)

olmurray@broward.org

Contract ID # PNC2118157B1_1	Document Description Concrete/Asphalt Restoration S	Start Date 3/21/2019	End Date 3/20/2020	Not To Exceed \$1,179,167.50	Amount Ordered \$398,400.67
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PNC2118157B1_1_058	9105165	Concrete curb & gutter special	0.00	LFT	\$0.00	\$15.00	\$0.00	\$0.00
PNC2118157B1_1_059	9105165	Concrete curb & gutter type F	10.00	LFT	\$0.00	\$22.00	\$220.00	\$0.00
PNC2118157B1_1_060	9105165	Concrete curb type D	82.00	LFT	\$0.00	\$16.00	\$1,312.00	\$112.00
PNC2118157B1_1_061	9105165	Concrete valley gutter	0.00	LFT	\$0.00	\$18.00	\$0.00	\$0.00
PNC2118157B1_1_062	9105165	Shoulder gutter (concrete)	0.00	LFT	\$0.00	\$22.00	\$0.00	\$0.00
PNC2118157B1_1_063	9105165	Concrete sidewalk 6 inch thick 3000 PSI	440.00	SQY	\$0.00	\$51.00	\$22,440.00	\$3,901.50
PNC2118157B1_1_064	9105165	Concrete sidewalk 10 inch thick 3000 PSI	0.00	SQY	\$0.00	\$55.00	\$0.00	\$0.00
PNC2118157B1_1_065	9105165	Concrete sidewalk 12 inch thick 3000 PSI	47.00	SQY	\$0.00	\$60.00	\$2,820.00	\$0.00
PNC2118157B1_1_066	9105165	Concrete sidewalk 6 inch thick 4000 PSI	0.00	SQY	\$0.00	\$55.00	\$0.00	\$0.00
PNC2118157B1_1_067	9105165	Concrete sidewalk 12 inch thick 4000 PSI	20.00	SQY	\$0.00	\$60.00	\$1,200.00	\$0.00
PNC2118157B1_1_068	9105165	Concrete sidewalk 6 inch thick 5000 PSI	69.00	SQY	\$0.00	\$55.00	\$3,795.00	\$0.00
PNC2118157B1_1_069	9105165	Concrete sidewalk 12 inch thick 5000 PSI	87.00	SQY	\$0.00	\$60.00	\$5,220.00	\$0.00
PNC2118157B1_1_070	9105165	Pavers architectural roadway	0.00	SQY	\$0.00	\$45.00	\$0.00	\$0.00
PNC2118157B1_1_071	9105165	Pavers architectural sidewalk	0.00	SQY	\$0.00	\$45.00	\$0.00	\$0.00
PNC2118157B1_1_072	9105165	Detectable warning on existing walking surface retrofit F & I	0.00	SQF	\$0.00	\$22.00	\$0.00	\$0.00
PNC2118157B1_1_073	9105165	Detectable warning on existing walking surface cast-in-place F & I	10.00	SQF	\$0.00	\$25.00	\$250.00	\$250.00
PNC2118157B1_1_074	9105165	ADA ramp single direction	2.00	EA	\$0.00	\$1,100.00	\$2,200.00	\$1,100.00
PNC2118157B1_1_075	9105165	ADA ramp two-direction	0.00	EA	\$0.00	\$1,400.00	\$0.00	\$0.00
PNC2118157B1_1_076	9105165	Performance turf sod	24.00	SQY	\$0.00	\$3.50	\$84.00	\$84.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)

olmurray@broward.org

Contract ID # PNC2118157B1_1	Document Description Concrete/Asphalt Restoration S	Start Date 3/21/2019	End Date 3/20/2020	Not To Exceed \$1,179,167.50	Amount Ordered \$398,400.67
Vend#-AddrID-ContactID 0000005388	Legal Name CONCRETE WORKS & PAVING, INC	Vendor Contact Email Amedi009@hotmail.com		Vendor Phone # 305/218-4816	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
PNC2118157B1_1_077	9105165	Mulch replacement F & I	28.00	CUY	\$0.00	\$40.00	\$1,120.00	\$0.00
PNC2118157B1_1_078	9105165	Tree removal crew (3 people minimum)	0.00	HR	\$0.00	\$50.00	\$0.00	\$0.00
PNC2118157B1_1_079	9105165	Tree trimming crew (3 people minimum)	10.00	HR	\$0.00	\$80.00	\$800.00	\$0.00
PNC2118157B1_1_080	9105165	Root barrier F & I	0.00	LFT	\$0.00	\$11.00	\$0.00	\$0.00
PNC2118157B1_1_081	9105165	Certified arborist	10.00	HR	\$0.00	\$50.00	\$500.00	\$0.00
PNC2118157B1_1_082	9105165	Additional laborer	400.00	HR	\$0.00	\$20.00	\$8,000.00	\$500.00
PNC2118157B1_1_083	9105165	Sprinkler heads pop-up rotating F & I	10.00	EA	\$0.00	\$30.00	\$300.00	\$0.00
PNC2118157B1_1_084	9105165	Up to 2 inch PVC pipe sch. 40 F & I	60.00	LFT	\$0.00	\$9.00	\$540.00	\$0.00
PNC2118157B1_1_085	9105165	Backhoe and operator	270.00	HR	\$0.00	\$55.00	\$14,850.00	\$0.00
PNC2118157B1_1_086	9105165	Dump truck & operator tri-axle 16 CY minimum capacity 4 hr minimum charge	1,123.00	HR	\$0.00	\$50.00	\$56,150.00	\$3,550.00
PNC2118157B1_1_087	9105165	Skid steer and operator (bobcat)	935.00	HR	\$0.00	\$70.00	\$65,450.00	\$4,970.00
PNC2118157B1_1_088	9105165	Single post sign less than 12 SF F & I	0.00	EA	\$0.00	\$100.00	\$0.00	\$0.00
PNC2118157B1_1_089	9105165	Single post sign install less than 12 square foot	1.00	EA	\$0.00	\$50.00	\$50.00	\$0.00
PNC2118157B1_1_090	9105165	Single post sign relocate	0.00	EA	\$0.00	\$50.00	\$0.00	\$0.00
PNC2118157B1_1_091	9105165	Single post sign remove	1.00	EA	\$0.00	\$40.00	\$40.00	\$0.00
PNC2118157B1_1_092	9105165	F&I Sign panels less than 15 square foot	0.00	EA	\$0.00	\$95.00	\$0.00	\$0.00
PNC2118157B1_1_093	9105165	Sign panels relocate less than 15 square foot	0.00	EA	\$0.00	\$50.00	\$0.00	\$0.00
PNC2118157B1_1_094	9105165	Sign panels remove	0.00	EA	\$0.00	\$40.00	\$0.00	\$0.00
PNC2118157B1_1_095	9105165	Retro-reflective pavement markers	12.00	EA	\$0.00	\$6.50	\$78.00	\$0.00

Lead Agency Contact (Contact Unit Mgr if Incorrect)

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Vend#-AddrID-ContactID 0000005388	Legal Name CONCRETE WORKS & PAVING, INC	Vendor Contact Email Amedi009@hotmail.com		Vendor Phone # 305/218-4816	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
PNC2118157B1_1_096	9105165	Painted pavement markings standard white solid 4 inch	0.00	LFT	\$0.00	\$0.70	\$0.00	\$0.00
PNC2118157B1_1_097	9105165	Painted pavement markings standard blue yellow or white solid 6 inch	575.00	LFT	\$0.00	\$0.75	\$431.25	\$0.00
PNC2118157B1_1_098	9105165	Painted pavement markings standard blue yellow or white solid 12 inch	0.00	LFT	\$0.00	\$1.00	\$0.00	\$0.00
PNC2118157B1_1_099	9105165	Painted pavement markings standard yellow/white solid 24 inch	57.00	LFT	\$0.00	\$1.50	\$85.50	\$0.00
PNC2118157B1_1_100	9105165	Painted pavement markings standard white or yellow	0.00	LFT	\$0.00	\$1.00	\$0.00	\$0.00
PNC2118157B1_1_101	9105165	Painted pavement markings standard white message	4.00	EA	\$0.00	\$70.00	\$280.00	\$0.00
PNC2118157B1_1_102	9105165	Painted pavement markings standard white arrows	4.00	EA	\$0.00	\$40.00	\$160.00	\$0.00
PNC2118157B1_1_103	9105165	Painted pavement markings standard white yield line	0.00	LFT	\$0.00	\$1.50	\$0.00	\$0.00
PNC2118157B1_1_104	9105165	Painted pavement markings standard white or yellow island nose	137.00	SQF	\$0.00	\$1.40	\$191.80	\$9.80
PNC2118157B1_1_105	9105165	Thermoplastic standard yellow or white solid 6 inch	253.00	LFT	\$0.00	\$1.50	\$379.50	\$0.00
PNC2118157B1_1_106	9105165	Thermoplastic standard yellow or white solid 12 inch	0.00	LFT	\$0.00	\$2.00	\$0.00	\$0.00
PNC2118157B1_1_107	9105165	Thermoplastic standard yellow or white solid 24 inch	12.00	LFT	\$0.00	\$3.00	\$36.00	\$0.00
PNC2118157B1_1_108	9105165	Thermoplastic standard white skip 6 inch	0.00	LFT	\$0.00	\$1.30	\$0.00	\$0.00
PNC2118157B1_1_109	9105165	Thermoplastic standard white dotted/guideline 6 to 10 gap	0.00	LFT	\$0.00	\$2.50	\$0.00	\$0.00

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Vend#-AddrID-ContactID 0000005388	Legal Name CONCRETE WORKS & PAVING, INC	Vendor Contact Email Amedi009@hotmail.com		Vendor Phone # 305/218-4816	

Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		extension 6 inch						
PNC2118157B1_1_110	9105165	Thermoplastic standard white message	0.00	EA	\$0.00	\$90.00	\$0.00	\$0.00
PNC2118157B1_1_111	9105165	Thermoplastic standard white arrow	1.00	EA	\$0.00	\$90.00	\$90.00	\$0.00
PNC2118157B1_1_112	9105165	Thermoplastic remove	0.00	SQF	\$0.00	\$7.00	\$0.00	\$0.00
PNC2118157B1_1_113	9105165	Minimum charge for striping for each project (paint)	13.00	EA	\$0.00	\$300.00	\$3,900.00	\$600.00
PNC2118157B1_1_114	9105165	Minimum charge for striping for each project (thermoplastic)	1.00	EA	\$0.00	\$300.00	\$300.00	\$0.00
PNC2118157B1_1_115	9105165	Pull & splice box (install)	2.00	EA	\$0.00	\$240.00	\$480.00	\$0.00
PNC2118157B1_1_116	9105165	Pull & splice box (relocate)	0.00	EA	\$0.00	\$240.00	\$0.00	\$0.00
PNC2118157B1_1_117	9105165	Juction boxes mounted F & I	0.00	EA	\$0.00	\$440.00	\$0.00	\$0.00
PNC2118157B1_1_118	9105165	Juction boxes embedded F & I	2.00	EA	\$0.00	\$440.00	\$880.00	\$0.00
PNC2118157B1_1_119	9105165	Juction boxes install	0.00	EA	\$0.00	\$200.00	\$0.00	\$0.00
PNC2118157B1_1_120	9105165	Juction boxes relocate	0.00	EA	\$0.00	\$200.00	\$0.00	\$0.00
PNC2118157B1_1_121	9105165	Install/replace 1 inch meter box and lid (labor only)	11.00	EA	\$0.00	\$300.00	\$3,300.00	\$1,500.00
PNC2118157B1_1_122	9105165	Install/replace dual meter box and lid (labor only)	15.00	EA	\$0.00	\$300.00	\$4,500.00	\$0.00
PNC2118157B1_1_123	9105165	Install/replace 2 inch meter box and lid (labor only)	7.00	EA	\$0.00	\$300.00	\$2,100.00	\$0.00
PNC2118157B1_1_124	9105165	Allowance - Unforeseen Underground Conditions	0.00	EA	\$80,000.00	\$1.00	\$0.00	\$0.00
PNC2118157B1_1_125	9105165	Allowance - Parts and Materials	24,871.92	EA	\$40,000.00	\$1.00	\$24,871.92	\$0.00
PNC2118157B1_1_126	9105165	Allowance - Specialty Subcontractor Services	7,000.00	EA	\$20,000.00	\$1.00	\$7,000.00	\$0.00
PNC2118157B1_1_127	9105165	Allowance - Non-Broward County agency permits and fees	0.00	EA	\$10,000.00	\$1.00	\$0.00	\$0.00

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Item #	Category	Description	Total Line Qty Released	UOM	Maximum Line Amount	Unit Price	Total Line Released Amount	Amount Paid
		Vendor Total			\$150,000.00		\$398,400.67	\$30,218.80

Departmental Usage	# of PO's	Amount Ordered	Amount Paid
FACILITIES MANAGEMENT	12	\$106,740.20	\$4,263.80
SEAPORT ENGIN & CONST DIV	1	\$70,226.92	\$0.00
PORT EVERGLADES - OPER DIV	5	\$127,103.25	\$11,710.00
WATER & WASTEWATER OPERATIONS	10	\$47,467.80	\$14,245.00
WWS FISCAL OPERATIONS DIVISION	1	\$46,862.50	\$0.00
Department Totals	29	\$398,400.67	\$30,218.80

Renewals		
Line #	Starts	Expires
1	3/21/19	3/20/20
2	3/21/20	3/20/21
3	3/21/21	3/20/22

CONCRETE WORKS & PAVING INC

Bid Contact **Alvaro A Medina Jr**
amedii009@hotmail.com
Ph 305-218-4816

Address **1143 NE 40 RD**
HOMESTEAD, FL 33033

Qualifications SB

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PNC2118157B1-01-01	Base Bid: Standard mobilization for asphalt work	Supplier Product Code:	First Offer - \$75.00	250 / each	\$18,750.00	Y	Y
PNC2118157B1-01-02	Base Bid: Standard mobilization for concrete work	Supplier Product Code:	First Offer - \$200.00	90 / each	\$18,000.00	Y	Y
PNC2118157B1-01-03	Base Bid: Emergency call out mobilization within 4 hours	Supplier Product Code:	First Offer - \$300.00	5 / each	\$1,500.00	Y	Y
PNC2118157B1-01-04	Base Bid: Traffic control officer	Supplier Product Code:	First Offer - \$25.00	10 / hour	\$250.00	Y	Y
PNC2118157B1-01-05	Base Bid: Work zone sign, F & I	Supplier Product Code:	First Offer - \$1.00	600 / day	\$600.00	Y	Y
PNC2118157B1-01-06	Base Bid: Business sign, F & I	Supplier Product Code:	First Offer - \$5.00	10 / each	\$50.00	Y	Y
PNC2118157B1-01-07	Base Bid: Barrier wall, temporary, F&I, waterfilled, up to 30 days	Supplier Product Code:	First Offer - \$5.00	200 / linear foot	\$1,000.00		Y
PNC2118157B1-01-08	Base Bid: Barrier wall, temporary, relocate, concrete	Supplier Product Code:	First Offer - \$7.00	250 / linear foot	\$1,750.00		Y
PNC2118157B1-01-09	Base Bid: Barrier wall, temporary, relocate, waterfilled	Supplier Product Code:	First Offer - \$9.00	100 / linear foot	\$900.00		Y
PNC2118157B1-01-10	Base Bid: Barricade, temporary, types I, II, DI, VP & drum, F & I	Supplier Product Code:	First Offer - \$1.00	1000 / day	\$1,000.00		Y

PNC2118157B1-01-11	Base Bid: Barricade, temporary, type III, 6 foot, F & I	Supplier Product Code:	First Offer - \$3.00	50 / day	\$150.00	Y
PNC2118157B1-01-12	Base Bid: Traffic cones, F & I	Supplier Product Code:	First Offer - \$1.00	5000 / day	\$5,000.00	Y
PNC2118157B1-01-13	Base Bid: Advance warning arrow panels, F & I	Supplier Product Code:	First Offer - \$25.00	20 / day	\$500.00	Y
PNC2118157B1-01-14	Base Bid: Temporary retroreflective pavement marker	Supplier Product Code:	First Offer - \$5.00	25 / each	\$125.00	Y
PNC2118157B1-01-15	Base Bid: Portable changeable message sign, temporary, F & I	Supplier Product Code:	First Offer - \$30.00	25 / day	\$750.00	Y
PNC2118157B1-01-16	Base Bid: FDOT certified flag person	Supplier Product Code:	First Offer - \$25.00	400 / hour	\$10,000.00	Y
PNC2118157B1-01-17	Base Bid: Sediment barrier	Supplier Product Code:	First Offer - \$3.00	50 / linear foot	\$150.00	Y
PNC2118157B1-01-18	Base Bid: Floating turbidity barrier	Supplier Product Code:	First Offer - \$7.00	50 / linear foot	\$350.00	Y
PNC2118157B1-01-19	Base Bid: Staked turbidity barrier - nylon reinforced PVC	Supplier Product Code:	First Offer - \$2.00	75 / linear foot	\$150.00	Y
PNC2118157B1-01-20	Base Bid: Mowing	Supplier Product Code:	First Offer - \$75.00	2 / acre	\$150.00	Y
PNC2118157B1-01-21	Base Bid: Utility locating and excavation test hole	Supplier Product Code:	First Offer - \$250.00	2 / each	\$500.00	Y
PNC2118157B1-01-22	Base Bid: Engineering work, signed & sealed drawings	Supplier Product Code:	First Offer - \$60.00	30 / hour	\$1,800.00	Y
PNC2118157B1-01-23	Base Bid: Curb or curb and gutter removal	Supplier Product Code:	First Offer - \$6.00	450 / linear foot	\$2,700.00	Y

PNC2118157B1-01-24	Base Bid: Removal of existing concrete pavement	Supplier Product Code:	First Offer - \$10.00	1300 / square yard	\$13,000.00	Y
PNC2118157B1-01-25	Base Bid: Regular excavation	Supplier Product Code:	First Offer - \$10.00	1800 / cubic yard	\$18,000.00	Y
PNC2118157B1-01-26	Base Bid: Embankment	Supplier Product Code:	First Offer - \$13.00	50 / cubic yard	\$650.00	Y
PNC2118157B1-01-27	Base Bid: Flowable fill	Supplier Product Code:	First Offer - \$105.00	400 / cubic yard	\$42,000.00	Y
PNC2118157B1-01-28	Base Bid: Type B stabilization	Supplier Product Code:	First Offer - \$2.00	900 / square yard	\$1,800.00	Y
PNC2118157B1-01-29	Base Bid: Reworking limerock base, 6 inch	Supplier Product Code:	First Offer - \$8.00	8500 / square yard	\$68,000.00	Y
PNC2118157B1-01-30	Base Bid: Reworking limerock base, 4 inch	Supplier Product Code:	First Offer - \$4.50	700 / square yard	\$3,150.00	Y
PNC2118157B1-01-31	Base Bid: Reworking limerock base, 3 inch	Supplier Product Code:	First Offer - \$4.00	150 / square yard	\$600.00	Y
PNC2118157B1-01-32	Base Bid: Limerock, new material for reworking base	Supplier Product Code:	First Offer - \$20.00	800 / cubic yard	\$16,000.00	Y
PNC2118157B1-01-33	Base Bid: Temporary patch using cold asphaltic mix (1 inch thick)	Supplier Product Code:	First Offer - \$8.00	50 / cubic foot	\$400.00	Y
PNC2118157B1-01-34	Base Bid: Milling existing asphalt pavement, 1 inch average depth	Supplier Product Code:	First Offer - \$3.00	500 / square yard	\$1,500.00	Y
PNC2118157B1-01-35	Base Bid: Milling existing asphalt pavement, 2 inch average depth	Supplier Product Code:	First Offer - \$3.00	1500 / square yard	\$4,500.00	Y

PNC2118157B1-01-36	Base Bid: Milling existing asphalt pavement, 1.5 inch average depth	Supplier Product Code:	First Offer - \$3.00	500 / square yard	\$1,500.00	Y
PNC2118157B1-01-37	Base Bid: Type S asphaltic concrete	Supplier Product Code:	First Offer - \$150.00	1500 / ton	\$225,000.00	Y
PNC2118157B1-01-38	Base Bid: Superpave asphaltic concrete, traffic A, B, C, D, or E	Supplier Product Code:	First Offer - \$165.00	100 / ton	\$16,500.00	Y
PNC2118157B1-01-39	Base Bid: Asphalt concrete friction course, traffic A, C, or D, FC 9.5 or 12.5, rubber	Supplier Product Code:	First Offer - \$140.00	20 / ton	\$2,800.00	Y
PNC2118157B1-01-40	Base Bid: Miscellaneous asphalt pavement	Supplier Product Code:	First Offer - \$140.00	25 / ton	\$3,500.00	Y
PNC2118157B1-01-41	Base Bid: Cleaning and resealing joints existing (concrete pavement rehab)	Supplier Product Code:	First Offer - \$4.00	50 / linear foot	\$200.00	Y
PNC2118157B1-01-42	Base Bid: Cleaning and sealing random cracks in existing concrete pavement rehab	Supplier Product Code:	First Offer - \$4.00	50 / linear foot	\$200.00	Y
PNC2118157B1-01-43	Base Bid: Concrete class NS, gravity wall	Supplier Product Code:	First Offer - \$135.00	5 / cubic yard	\$675.00	Y
PNC2118157B1-01-44	Base Bid: concrete class I	Supplier Product Code:	First Offer - \$125.00	250 / cubic yard	\$31,250.00	Y
PNC2118157B1-01-45	Base Bid: concrete class II, culverts	Supplier Product Code:	First Offer - \$135.00	5 / cubic yard	\$675.00	Y
PNC2118157B1-01-46	Base Bid: concrete class II, endwalls	Supplier Product Code:	First Offer - \$135.00	5 / cubic yard	\$675.00	Y

PNC2118157B1-01-47	Base Bid: concrete class II, retaining walls	Supplier Product Code:	First Offer - \$135.00	5 / cubic yard	\$675.00	Y
PNC2118157B1-01-48	Base Bid: concrete class II	Supplier Product Code:	First Offer - \$135.00	15 / cubic yard	\$2,025.00	Y
PNC2118157B1-01-49	Base Bid: Reinforcing steel	Supplier Product Code:	First Offer - \$1.50	10000 / pound	\$15,000.00	Y
PNC2118157B1-01-50	Base Bid: Inlets, closed flume	Supplier Product Code:	First Offer - \$2,000.00	1 / each	\$2,000.00	Y
PNC2118157B1-01-51	Base Bid: Inlets, adjust	Supplier Product Code:	First Offer - \$300.00	1 / each	\$300.00	Y
PNC2118157B1-01-52	Base Bid: Manhole, adjust	Supplier Product Code:	First Offer - \$300.00	5 / each	\$1,500.00	Y
PNC2118157B1-01-53	Base Bid: Manhole, adjust, utilities	Supplier Product Code:	First Offer - \$375.00	8 / each	\$3,000.00	Y
PNC2118157B1-01-54	Base Bid: Malve boxes, adjust	Supplier Product Code:	First Offer - \$100.00	80 / each	\$8,000.00	Y
PNC2118157B1-01-55	Base Bid: Drainage structures, miscellaneous, adjust	Supplier Product Code:	First Offer - \$100.00	25 / each	\$2,500.00	Y
PNC2118157B1-01-56	Base Bid: Pipe handrail- guiderail, aluminum	Supplier Product Code:	First Offer - \$45.00	50 / linear foot	\$2,250.00	Y
PNC2118157B1-01-57	Base Bid: Concrete curb & gutter, type E	Supplier Product Code:	First Offer - \$15.00	25 / linear foot	\$375.00	Y
PNC2118157B1-01-58	Base Bid: Concrete curb & gutter, special	Supplier Product Code:	First Offer - \$15.00	50 / linear foot	\$750.00	Y
PNC2118157B1-01-59	Base Bid: Concrete curb & gutter, type F	Supplier Product Code:	First Offer - \$22.00	100 / linear foot	\$2,200.00	Y
PNC2118157B1-01-60	Base Bid: Concrete curb, type D	Supplier Product Code:	First Offer - \$16.00	400 / linear foot	\$6,400.00	Y
PNC2118157B1-01-61	Base Bid: Concrete valley gutter	Supplier Product Code:	First Offer - \$18.00	75 / linear foot	\$1,350.00	Y

PNC2118157B1-01-62	Base Bid: Shoulder gutter (concrete)	Supplier Product Code:	First Offer - \$22.00	5 / linear foot	\$110.00	Y
PNC2118157B1-01-63	Base Bid: Concrete sidewalk, 6 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$51.00	700 / square yard	\$35,700.00	Y
PNC2118157B1-01-64	Base Bid: Concrete sidewalk, 10 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$55.00	5 / square yard	\$275.00	Y
PNC2118157B1-01-65	Base Bid: Concrete sidewalk, 12 inch thick 3000 PSI	Supplier Product Code:	First Offer - \$60.00	5 / square yard	\$300.00	Y
PNC2118157B1-01-66	Base Bid: Concrete driveway, 6 inch thick 4000 PSI	Supplier Product Code:	First Offer - \$55.00	5 / square yard	\$275.00	Y
PNC2118157B1-01-67	Base Bid: Concrete driveway, 12 inch thick 4000 PSI	Supplier Product Code:	First Offer - \$60.00	150 / square yard	\$9,000.00	Y
PNC2118157B1-01-68	Base Bid: Concrete driveway, 6 inch thick 5000 PSI	Supplier Product Code:	First Offer - \$55.00	40 / square yard	\$2,200.00	Y
PNC2118157B1-01-69	Base Bid: Concrete driveway, 12 inch thick 5000 PSI	Supplier Product Code:	First Offer - \$60.00	200 / square yard	\$12,000.00	Y
PNC2118157B1-01-70	Base Bid: Pavers, architectural, roadway	Supplier Product Code:	First Offer - \$45.00	20 / square yard	\$900.00	Y
PNC2118157B1-01-71	Base Bid: Pavers, architectural, sidewalk	Supplier Product Code:	First Offer - \$45.00	20 / square yard	\$900.00	Y
PNC2118157B1-01-72	Base Bid: Detectable warning on existing walking surface, retrofit, F & I	Supplier Product Code:	First Offer - \$22.00	10 / square foot	\$220.00	Y
PNC2118157B1-01-73	Base Bid: Detectable warning on existing walking	Supplier Product Code:	First Offer - \$25.00	10 / square foot	\$250.00	Y

	surface, cast-in-place, F & I					
PNC2118157B1-01-74	Base Bid: ADA ramp, single direction	Supplier Product Code:	First Offer - \$1,100.00	3 / each	\$3,300.00	Y
PNC2118157B1-01-75	Base Bid: ADA ramp, two-direction	Supplier Product Code:	First Offer - \$1,400.00	2 / each	\$2,800.00	Y
PNC2118157B1-01-76	Base Bid: Performance turf, sod	Supplier Product Code:	First Offer - \$3.50	500 / square yard	\$1,750.00	Y
PNC2118157B1-01-77	Base Bid: Mulch replacement, F & I	Supplier Product Code:	First Offer - \$40.00	5 / cubic yard	\$200.00	Y
PNC2118157B1-01-78	Base Bid: Tree removal crew (3 people minimum)	Supplier Product Code:	First Offer - \$50.00	50 / hour	\$2,500.00	Y
PNC2118157B1-01-79	Base Bid: Tree trimming crew (3 people minimum)	Supplier Product Code:	First Offer - \$80.00	25 / hour	\$2,000.00	Y
PNC2118157B1-01-80	Base Bid: Root barrier, F & I	Supplier Product Code:	First Offer - \$11.00	10 / linear foot	\$110.00	Y
PNC2118157B1-01-81	Base Bid: Certified arborist	Supplier Product Code:	First Offer - \$50.00	16 / hour	\$800.00	Y
PNC2118157B1-01-82	Base Bid: Additional laborer	Supplier Product Code:	First Offer - \$20.00	500 / hour	\$10,000.00	Y
PNC2118157B1-01-83	Base Bid: Sprinkler heads pop-up rotating, F & I	Supplier Product Code:	First Offer - \$30.00	10 / each	\$300.00	Y
PNC2118157B1-01-84	Base Bid: Up to 1/2 inch PVC pipe, sch. 40, F & I	Supplier Product Code:	First Offer - \$9.00	100 / linear foot	\$900.00	Y
PNC2118157B1-01-85	Base Bid: Backhoe and operator	Supplier Product Code:	First Offer - \$55.00	1000 / hour	\$55,000.00	Y
PNC2118157B1-01-86	Base Bid: Dump truck & operator, tri-axle, 16 CY minimum capacity, 4 hr minimum	Supplier Product Code:	First Offer - \$50.00	2000 / hour	\$100,000.00	Y

charge

PNC2118157B1-01-87	Base Bid: Skid steer and operator (bobcat)	Supplier Product Code:	First Offer - \$70.00	1400 / hour	\$98,000.00	Y
PNC2118157B1-01-88	Base Bid: Single post sign, less than 12 SF, F & I	Supplier Product Code:	First Offer - \$100.00	5 / each	\$500.00	Y
PNC2118157B1-01-89	Base Bid: Single post sign, install, less than 12 square foot	Supplier Product Code:	First Offer - \$50.00	6 / each	\$300.00	Y
PNC2118157B1-01-90	Base Bid: Single post sign, relocate	Supplier Product Code:	First Offer - \$50.00	5 / each	\$250.00	Y
PNC2118157B1-01-91	Base Bid: Single post sign, remove	Supplier Product Code:	First Offer - \$40.00	2 / each	\$80.00	Y
PNC2118157B1-01-92	Base Bid: F&I Sign panels, less than 15 square foot	Supplier Product Code:	First Offer - \$95.00	25 / each	\$2,375.00	Y
PNC2118157B1-01-93	Base Bid: Sign panels, relocate, less than 15 square foot	Supplier Product Code:	First Offer - \$50.00	2 / each	\$100.00	Y
PNC2118157B1-01-94	Base Bid: Sign panels, remove	Supplier Product Code:	First Offer - \$40.00	10 / each	\$400.00	Y
PNC2118157B1-01-95	Base Bid: Retro-reflective pavement markers	Supplier Product Code:	First Offer - \$6.50	500 / each	\$3,250.00	Y
PNC2118157B1-01-96	Base Bid: Painted pavement markings, standard, white, solid, 4 inch	Supplier Product Code:	First Offer - \$0.70	300 / linear foot	\$210.00	Y
PNC2118157B1-01-97	Base Bid: Painted pavement markings, standard, blue, yellow or white, solid, 6 inch	Supplier Product Code:	First Offer - \$0.75	3500 / linear foot	\$2,625.00	Y
PNC2118157B1-01-98	Base Bid: Painted pavement	Supplier Product Code:	First Offer - \$1.00	500 / linear foot	\$500.00	Y

markings,
standard, yellow
or white, solid,
12 inch

PNC2118157B1-01-99	Base Bid: Painted pavement markings, standard, yellow/white, solid, 24 inch	Supplier Product Code:	First Offer - \$1.50	250 / linear foot	\$375.00	Y
PNC2118157B1-01-100	Base Bid: Painted pavement markings, standard, white or yellow	Supplier Product Code:	First Offer - \$1.00	150 / linear foot	\$150.00	Y
PNC2118157B1-01-101	Base Bid: Painted pavement markings, standard, white, message	Supplier Product Code:	First Offer - \$70.00	5 / each	\$350.00	Y
PNC2118157B1-01-102	Base Bid: Painted pavement markings, standard, white, arrows	Supplier Product Code:	First Offer - \$40.00	15 / each	\$600.00	Y
PNC2118157B1-01-103	Base Bid: Painted pavement markings, standard, white, yield line	Supplier Product Code:	First Offer - \$1.50	5 / linear foot	\$7.50	Y
PNC2118157B1-01-104	Base Bid: Painted pavement markings, standard, white or yellow, island nose	Supplier Product Code:	First Offer - \$1.40	150 / square foot	\$210.00	Y
PNC2118157B1-01-105	Base Bid: Thermoplastic, standard, yellow or white, solid, 6 inch	Supplier Product Code:	First Offer - \$1.50	30000 / linear foot	\$45,000.00	Y
PNC2118157B1-01-106	Base Bid: Thermoplastic, standard, yellow or white, solid, 12 inch	Supplier Product Code:	First Offer - \$2.00	3500 / linear foot	\$7,000.00	Y

PNC2118157B1-01-107	Base Bid: Thermoplastic, standard, yellow or white, solid, 24 inch	Supplier Product Code:	First Offer - \$3.00	400 / linear foot	\$1,200.00	Y
PNC2118157B1-01-108	Base Bid: Thermoplastic, standard, white, skip, 6 inch	Supplier Product Code:	First Offer - \$1.30	150 / linear foot	\$195.00	Y
PNC2118157B1-01-109	Base Bid: Thermoplastic, standard, white, dotted/guideline, 6 to 10 gap extension, 6 inch	Supplier Product Code:	First Offer - \$2.50	150 / linear foot	\$375.00	Y
PNC2118157B1-01-110	Base Bid: Thermoplastic, standard, white, message	Supplier Product Code:	First Offer - \$90.00	2 / each	\$180.00	Y
PNC2118157B1-01-111	Base Bid: Thermoplastic, standard, white, arrow	Supplier Product Code:	First Offer - \$90.00	30 / each	\$2,700.00	Y
PNC2118157B1-01-112	Base Bid: Thermoplastic, remove	Supplier Product Code:	First Offer - \$7.00	700 / square foot	\$4,900.00	Y
PNC2118157B1-01-113	Base Bid: Minimum charge for striping for each project (paint)	Supplier Product Code:	First Offer - \$300.00	40 / each	\$12,000.00	Y
PNC2118157B1-01-114	Base Bid: Minimum charge for striping for each project (thermoplastic)	Supplier Product Code:	First Offer - \$300.00	10 / each	\$3,000.00	Y
PNC2118157B1-01-115	Base Bid: Pull & splice box (install)	Supplier Product Code:	First Offer - \$240.00	2 / each	\$480.00	Y
PNC2118157B1-01-116	Base Bid: Pull & splice box (relocate)	Supplier Product Code:	First Offer - \$240.00	2 / each	\$480.00	Y
PNC2118157B1-01-117	Base Bid: Junction boxes, mounted, F & I	Supplier Product Code:	First Offer - \$440.00	2 / each	\$880.00	Y
PNC2118157B1-01-118	Base Bid: Junction boxes, embedded, F & I	Supplier Product Code:	First Offer - \$440.00	2 / each	\$880.00	Y

PNC2118157B1-01-119	Base Bid: Junction boxes, install	Supplier Product Code:	First Offer - \$200.00	2 / each	\$400.00	Y
PNC2118157B1-01-120	Base Bid: Junction boxes, relocate	Supplier Product Code:	First Offer - \$200.00	2 / each	\$400.00	Y
PNC2118157B1-01-121	Base Bid: Install/replace 1 inch meter box and lid (labor only)	Supplier Product Code:	First Offer - \$300.00	20 / each	\$6,000.00	Y
PNC2118157B1-01-122	Base Bid: Install/replace dual meter box and lid (labor only)	Supplier Product Code:	First Offer - \$300.00	60 / each	\$18,000.00	Y
PNC2118157B1-01-123	Base Bid: Install/replace 2 inch meter box and lid (labor only)	Supplier Product Code:	First Offer - \$300.00	20 / each	\$6,000.00	Y

Bid Allowance \$150,000.00

Lot Total **\$1,029,167.50**

Supplier Total **\$1,179,167.50**

CONCRETE WORKS & PAVING INC

Item: **Base Bid:Standard mobilization for asphalt work**

Attachments

CWP GC License.pdf



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEDINA, ALVARO A JR

CONCRETE WORKS & PAVING INC
1143 NE 40 RD
HOMESTEAD FL 33033

LICENSE NUMBER: CGC1526499

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CONCRETE WORKS & PAVING INC

Item: **Base Bid:Base Bid:Standard mobilization for concrete work**

Attachments

CWP Homested Occ. Lic. Exp. 9-30-19.pdf



City of Homestead

Local Business Tax Receipt

Tax Receipt No: 0005076

Expiration Date: 09/30/2019

License Type: RES

Tax Receipt Name:

CONCRETE WORKS & PAVING
1143 NE 40 ROAD
HOMESTEAD, FL 33033

Category	Description	Units
88110	HOME OCCUPATION - OFFICE ONLY	1.00

Hours of Operation:

Comments:

GEN CONTRACTOR-PHONE

USE ONLY:

Note: If any information is incorrect, please call: 305-224-4504

Mailing Address:

CONCRETE WORKS & PAVING, INC
1143 NE 40 ROAD
HOMESTEAD, FL 33033

The issuance of a local business tax receipt does not permit the licensee to violate any zoning laws of the county or municipality, nor does it exempt the licensee from any other license or permit that may be required by law, nor does it certify that the licensee is qualified to engage in the business, profession or occupation specified hereon.

CITY OF HOMESTEAD
TAX RECEIPT DIVISION
100 CIVIC COURT
HOMESTEAD, FLORIDA 33030

CONCRETE WORKS & PAVING INC

Item: **Base Bid:Base Bid:Base Bid:Emergency call out mobilization within 4 hours**

Attachments

CWP MDC Tax Receipt 2019.pdf

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



7258755

BUSINESS NAME/LOCATION
CONCRETE WORKS & PAVING INC
1143 NE 40TH RD
HOMESTEAD FL 33033

RECEIPT NO.
RENEWAL
7545354

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
CONCRETE WORKS & PAVING INC
C/O ALVARO A MEDINA JR QUALIFIER
Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1526499

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 07/03/2018
CREDITCARD-18-048589

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

CONCRETE WORKS & PAVING INC

Item: **Base Bid:Base Bid:Base Bid:Base Bid:Traffic control officer**

Attachments

Bid Bond.pdf

 **AIA**® Document A310™ - 2010

Bid Bond

Bond No: 1001119360

CONTRACTOR:

(Name, legal status and address)

Concrete Works & Paving, Inc.
1143 NE 40th Rd
Homestead, FL 33033

SURETY:

*(Name, legal status and principal place
of business)*

American Contractors Indemnity Company
801 S Figueroa St., Suite 700
Los Angeles, CA 90017

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

OWNER:

(Name, legal status and address)

Broward County Board of County Commissioners
115 S. Andrews Ave., Room 421
Fort Lauderdale, FL 33301

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT:

5% of total amount of bid not to exceed: Eighty Thousand and No/100 Dollars (\$80,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

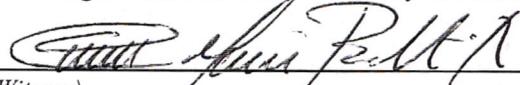
Solicitation No: PNC2118157B1 Concrete /Asphalt Restoration Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

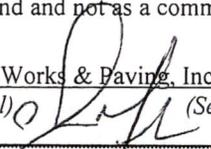
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

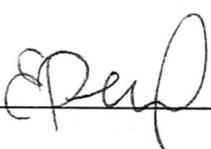
Signed and sealed this 11th day of February, 2019



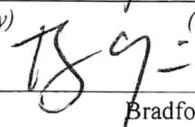
(Witness)

Concrete Works & Paving, Inc.
(Principal)  (Seal)

(Title) Alvaro A. Medina Jr., President



(Witness)

American Contractors Indemnity Company
(Surety)  (Seal)

(Title) Bradford J. Quiri, Attorney-In-Fact



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford or Bradford J. Quiri of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

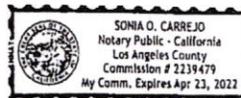
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of February, 2019.

Corporate Seals
Bond No. 1001119360
Agency No. 17595



[Signature]
Kio Lo, Assistant Secretary

HCCSMANPOA06/2018

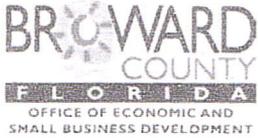
visit tmhcc.com/surety for more information

CONCRETE WORKS & PAVING INC

Item: **Base Bid:Base Bid:Base Bid:Base Bid:Base Bid:Work zone sign, F & I**

Attachments

CBE LOI OMB LLC 2-11-19.pdf



LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2118157B1

Project Title: Concrete/Asphalt Restoration Services

Bidder/Offeror Name: Concrete Works & Paving Inc

Address: 1143 NE 40th Road City: Homestead State: FL Zip: 33033

Authorized Representative: Alvaro A Medina Jr Phone: (305) 218-4816

CBE Firm/Supplier Name: OMB LLC

Address: 365 Ansin Blvd. City: Hallandale Beach State: FL Zip: 33009

Authorized Representative: Oscar M. Beltran Phone: (305) 423-5057

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Dump Trucking (Hauling)	484220		50.00 %
Sidewalk removal	237310		50.00 %
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 02/11/2019

Bidder/Offeror Authorized Representative

Signature: Title: President Date: 02/11/2019

¹ Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004

CONCRETE WORKS & PAVING INC

Item: **Base Bid:Base Bid:Base Bid:Base Bid:Base Bid:Base Bid:Base Bid:Business sign, F & I**

Attachments

AM MOT Certification 03-29-2022.pdf



This Certifies that
Alvaro A. Medina Jr.

**Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.**

Date Expires: 03/29/2022

Certificate # 38295

Instructor: Miguel Parlade

FDOT Provider # 119

Florida International University
Phone: 305-348-4893
10555 W. Flagler St. EC2430
Miami,
mot.fiu.edu
nmas@fiu.edu



Certificate of Completion

Alvaro A. Medina Jr.

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.**

03/29/2022

119

Miguel Parlade

38295

Date Expires

FDOT Provider #

Instructor

Certificate #



Florida International University
10555 W. Flagler St. EC2430
Miami,
mot.fiu.edu
nmas@fiu.edu



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

Supplier: **CONCRETE WORKS & PAVING INC**

GENERAL CONDITIONS

Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid as issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
- (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
- (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:**

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
- (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
- (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall

be corrected by the County.

- (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. **Open-End Contract:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):**

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. **Fixed Contract Quantities:**

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. **Awards:**

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. Payment:

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. Termination:

- (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. Conditions and Packaging:

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. Safety Standards:

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be

compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. Non-Conformance to Contract Conditions:

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. Inspection, Acceptance and Title:

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. Governmental Restrictions:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. Legal Requirements:

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. Indemnification:

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and

employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. Notice:

Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. Jurisdiction, Venue, Waiver of Jury Trial:

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. Patents and Royalties:

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. Assignment, Subcontract:

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. Qualifications of Vendor:

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient

service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. Affiliated Companies Entities of the Principal(s):

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

26. Equal Employment Opportunity:

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. Modifications:

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. Resolution of Protested Solicitations and Proposed Awards:

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

29. Public Entity Crimes Act:

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. Purchase by Other Governmental Agencies:

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made

between any other governmental unit and the Vendor as a result of this solicitation.

31. Public Records:

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
- (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. Audit Right and Retention Records:

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. Procurement Code:

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. Ownership of Documents:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then

due to Vendor until Vendor complies with the provisions of this section.

35. State of Florida Division of Corporations Requirements:

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. Cone of Silence Ordinance (Invitations for Bids):

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. Contingency Fees:

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. Local Business Tax Receipt Requirements:

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. Battery Disposal:

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. Dun & Bradstreet Report Requirement:

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. Code Requirements:

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. Special Notice:

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. Samples:

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. Vendor Responsibilities:

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. Vendor Evaluation:

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. Warranties and Guarantees:

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

Supplier: CONCRETE WORKS & PAVING INC

Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The form is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion,

national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.

2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

Supplier: **CONCRETE WORKS & PAVING INC**

Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSouce) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and

10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

Concrete Works & Paving, Inc (Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

Alvaro A Medina Jr
AUTHORIZED SIGNATURE/NAME

President
TITLE

1/19/19
DATE

Supplier: **CONCRETE WORKS & PAVING INC**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **CONCRETE WORKS & PAVING INC**
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **81-1696911**
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address: **1143 NE 40th Road, Homestead, FL, 33033**
7. Office location responsible for this project: **1143 NE 40th Road, Homestead, FL, 33033**
8. Telephone no.: **3052184816**
Fax no.: **3052307555**
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation): **FL**
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County filled in)
 - Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
Name: **Alvaro A Medina Jr**
Title: **President**
E-mail: **amedi009@hotmail.com**
Telephone No.: **3052184816**

Name:

Title:

E-mail:

Telephone No.:

Generic e-mail address for purchase orders: **amedi009@hotmail.com**

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **Alvaro A. Medina Jr. / President**
 - b)
 - c)

- d)
12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- a)
- b)
- c)
- d)
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No
15. Specify the type of services or commodities your firm offers:
asphalt paving, sidewalk construction, concrete curbs removal and installation, asphalt speed humps, seal-coating and striping
16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **2.5**
17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. Yes No
N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. Yes No
25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
Living Wage had an effect on the pricing Yes No
If yes, Living Wage increased the pricing by % or decreased the pricing by %.
26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or

employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet. **Town of Davie-Construction of Speed Tables (CS-18-104)**

City of Lauderdale Lakes-Citywide Sidewalk & Reconstruction Project (18-6363-16B)

City of Fort Lauderdale-Parking Modifications on SE 1St Ave. & Broward Blvd. (12171-983)

28. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No
30. What equipment does your firm own that is available for this contract?

Skidsteer/Bobcat, Asphalt Roller, Concrete Cut saws, steel concrete forms, concrete finish tools, plate compactors, walk-behind cut saw, Cones

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Asphalt Repairs**

Contract/Project Title: **FEC Parking Lot / Citywide Sidewalks**

Agency: **City of Hollywood (Engineering Department)**

Contact Name/Title: **Frank J. Leon / Senior Engineer**

Contact Telephone: **(954) 921-3900**

Email: **fjleon@hollywoodfl.org**

Contract/Project Dates (Month and Year): **09/2018**

Contract Amount: **4,876.20**

Reference 2:

Scope of Work: **Citywide Sidewalk Removal & Replacement**

Contract/Project Title: **Citywide Sidewalk & Reconstruction Project**

Agency: **City of Lauderdale Lakes**

Contact Name/Title: **Maqsood M Nasir P.E. / City Engineer**

Contact Telephone: **(954) 535-2712**

Email: **mmnasir@lauderdalelakes.org**

Contract/Project Dates (Month and Year): **11/2018**

Contract Amount: **174,907.00**

Reference 3:

Scope of Work: **Installation of Speed Tables, Signs & Striping (Paint & Thermoplastic)**

Contract/Project Title: **Construction of Speed Tables**

Agency: **Town of Davie**

Contact Name/Title: **Jonathan Vogt / Town Engineer**

Contact Telephone: **(954) 797-1137**

Email: **Jonathan_Vogt@davie-fl.gov**

Contract/Project Dates (Month and Year): **11/2018**

Contract Amount: **119,500.00**

Supplier: **CONCRETE WORKS & PAVING INC**

1. Litigation History

- A. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- C. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email:

Telephone Number:

Vendor Name: Concrete Works & Paving, Inc

Supplier: **CONCRETE WORKS & PAVING INC**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Alvaro A Medina Jr
AUTHORIZED SIGNATURE/ NAME

President
TITLE

1/19/19
DATE

Supplier: CONCRETE WORKS & PAVING INC

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination;
or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Alvaro A Medina Jr
AUTHORIZED SIGNATURE/ NAME

President
TITLE

1/19/19
DATE

Supplier: CONCRETE WORKS & PAVING INC

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

Alvaro A Medina Jr	President	Concrete Works & Paving, Inc	1/19/19
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: **CONCRETE WORKS & PAVING INC**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal (s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form (s) in BidSync.

1. Subcontracted Firm's Name: **Arrow Asphalt & Engineering**
- Subcontracted Firm's Address: **3051 NW 129 St., Opa Locka, FL, 33054**
Subcontracted Firm's Telephone Number: **(305) 688-8686**
- Contact Person's Name and Position: **Shawn O'Toole / President**
Contact Person's E-Mail Address: **shawn@arrow-asphalt.com**
Estimated Subcontract/Supplies Contract Amount: **\$80,000**
Type of Work/Supplies Provided: **Asphalt Paving**

2. Subcontracted Firm's Name: **NONE**
- Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
- Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

3. Subcontracted Firm's Name: **NONE**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name: **NONE**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Alvaro A. Medina Jr

President

Concrete Works & Paving, Inc

02/11/2019

Authorized Signature/Name

Title

Vendor Name

Date

Supplier: CONCRETE WORKS & PAVING INC

TRENCH SAFETY ACT REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Florida Trench Safety Act, Section 553.60, Florida Statutes, incorporates the Occupational Safety & Health Administration (OSHA) excavation safety standards, 29 C.F.R Section 1926.650, as Florida's own standards. The Trench Safety Act will apply to any individual project that has trenches in excess of 5 feet deep.

The Vendor, by virtue of the solicitation submission, affirms that the Vendor is aware of this Act, and will comply with all applicable trench safety standards, including any special shoring requirements, if applicable. Such assurance shall be legally binding on all persons employed by the Vendor and subcontractors.

The Vendor is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards. The Vendor further identified the costs and methods summarized below: (fill in either Open-End or Fixed Contract section)

Open-end Contract:

Description	Unit of Measure	Unit Price	Method
12' Trench Box	LF	5000.00	Shores wall placement
Special Shoring, if applicable:	SQ. FT.		

Fixed Contract:

Description	Unit of Measure	Quantity	Unit Price	Ext. Price	Method
Special Shoring, if applicable:	SQ. FT.		Unit Price		Method
			Total \$	5000.00	

Alvaro Antonio Medina Jr	President	CONCRETE WORKS AND PAVING INC	2/11/19
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: CONCRETE WORKS & PAVING INC

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
 - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
 - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.