

## CONTRACT

THIS IS A CONTRACT, made and entered into this January day of 23rd, 2024, by and between The City of Hallandale Beach, hereinafter referred to as CITY and M&M Asphalt Maintenance Inc., D/B/A All County Paving, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for considerations hereinafter name, agree as follows:

### ARTICLE 1

#### SCOPE OF WORK

- 1.1 The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the Bid Project including Drawings (Design Plans), Specifications and Addenda thereto for the project entitled:

The work to be provided is outlined and includes to BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR, which is hereby incorporated and made part of this Agreement by reference and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

At the December 20, 2023 City Commission Meeting the City Commission adopted Resolution # 23-161 awarded through BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR. The Contract value and per such Resolution # 23-161 shall not exceed \$3,500,000. The contract value shall not exceed One Million Five Hundred Thousand dollars (\$1,500,000) for the fiscal year starting 10-1-2023 and ending 9-30-2024, and Five Hundred Thousand dollars (\$500,000) for up to 4 subsequent potential yearly contract extensions for Fiscal Years 2024-2025, 2025-2026, 2026-2027 and 2027-2028 subject to appropriation, satisfactory performance and timely completion of projects.

- 1.2 The CONTRACTOR and the City's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable construction services, if applicable.

The City's Project Manager will contact the CONTRACTOR with the list of required items for this project and will provide a timeline for the CONTRACTOR to respond. The delivery of the list of items for the

accomplishment of the construction project will be provided by the City's Project Manager to the CONTRACTOR within five (5) days of contract execution.

- a) For contracts less than \$10 million dollars the parties shall, within thirty (30) days of substantial completion, develop and deliver a list required for accomplishment of the Project. If the contract is more than \$10 million dollars the parties shall accomplish same within sixty (60) days.
- b) The final completion date under the Contract shall be extended at least thirty (30) days after the list is delivered in paragraph a above.

1.4 LOCAL CITY OF HALLANDALE BEACH VENDOR PREFERENCE (LVP)

Contractor has been granted LVP as per Proposal submitted Exhibit C. Contractor includes in the attached Exhibit C and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

ARTICLE 2

CONTRACT TIME

- 2.1 The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. The CITY shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract.

CONTRACTOR is not in receipt of all necessary permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify CITY in writing immediately. CITY shall then have the option of issuing a revised Notice to Proceed.

- 2.2 Time is of the essence in this Contract. The work shall be substantial completed within the Fiscal Year of the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with Article 22 within the Fiscal Year from the Project Initiation Date specified in the Notice to Proceed.
- 2.3 Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if

any) the CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2 above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to the CITY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.

- 2.4 The CITY is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.

### ARTICLE 3

#### THE CONTRACT SUM

- 3.1 Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.
- 3.2 The CITY reserves the right to add or delete work items from the project to meet its available budget.
- 3.3 In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with the plans and specifications, the City agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total Contract price of One Million Five Hundred Thousand dollars (\$1,500,000) for the fiscal years starting 10-1-2023 and ending 9-30-2024, and Fifty Thousand dollars (\$50,000) for up to 4 subsequent potential yearly contract extensions for Fiscal Years 2024-2025, 2025-2026, 2026-2027 and 2027-2028 subject to appropriation, satisfactory performance and timely completion of projects.

3.4 Sales and Use Taxes. The CITY is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the NAME OF PROJECT. As such, the CITY reserves the right to utilize a tax savings Direct Purchase Program (DPP) for direct purchases where possible and practical for this Project. The CITY shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the CITY in the form of a change order. All direct purchases of materials and equipment shall be made by the City with funds specifically allocated for the construction of the Project. The Contractor shall notify the CITY no later than **10 calendar days** after request by City of the requested materials and equipment to be purchased by the CITY for the Project. The standard City of Hallandale Beach Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier that will supply equipment under the Direct Purchase Program shall be obligated to meet the requirements of the City of Hallandale Beach Terms and Conditions and the Technical Specifications.

The CITY's Project Manager shall manage the sales tax savings earned by the DPP. The credits for the tax savings and payments made directly to the VENDOR under the DPP shall be deducted from the total contract amount awarded, through a deductive change order. The Project Manager shall instruct the Contractor as to the direct purchase process as further described in the special conditions below.

3.4.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the CITY's Construction Project Manager; (b) prepare a requisition for such materials and equipment on the CITY's form of requisition; and (c) deliver any such requisition to the CITY's Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the CITY's Project Manager shall forward same to the CITY. The CITY shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The CITY shall include with any such Purchase Order, a copy of the CITY's sales and use tax exemption certificate. The CITY shall make direct payment to the vendor from the CITY's account.

- 3.4.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, Contractor shall submit the invoice within twenty-four hours to City's Project Manager for approval. If the delivery of such materials or equipment is approved by the City's Project Manager, the CITY shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the CITY in writing and the CITY shall reject such material and equipment.
- 3.4.3 The CITY shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 3.4.4.
- 3.4.4 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the CITY in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 3.4.5 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the CITY in accordance with this Special Condition (the "CITY Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as CITY-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of CITY Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the CITY may require. The Contractor shall deliver to the CITY's Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for CITY Furnished

Materials, the CITY's Project Manager shall verify the conformity of such City Furnished Materials and if conforming approve such City Furnished Materials. Upon approval the CITY's Project Manager shall deliver such invoice to the City for direct payment to the vendor.

- 3.4.6 The Contractor shall inspect all CITY Furnished Materials to determine that such CITY Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such CITY Furnished Materials are patently defective, and whether such CITY Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming CITY Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) **promptly** notify the CITY's Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those CITY Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming CITY Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 3.4.7 The Contractor shall maintain records of all CITY Furnished Materials incorporated into the Work from the stock of CITY Furnished Materials. The Contractor shall account monthly to the CITY's Project Manager and CITY for any CITY Furnished Materials delivered to the Site, indicating which CITY Furnished Materials have been incorporated into the Work.
- 3.4.8 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all CITY Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the CITY or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 3.4.9 After the CITY takes possession of the CITY Furnished Materials at the Site, possession of the CITY's Furnished Materials shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of CITY Furnished Materials from the CITY to the Contractor shall constitute a bailment for the mutual benefit of the CITY and such Contractor. The CITY shall be considered the bailor and such Contractor the bailee of the CITY Furnished Materials. CITY Furnished Materials shall be considered returned to the CITY for purposes of their bailment at such

time as they are incorporated into the Project or consumed in the process of completing the Project.

- 3.4.10 The Contractor shall purchase and maintain builder's risk insurance, naming the CITY as an additional insured, sufficient to protect against loss of or damage to CITY Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any CITY Furnished Materials between the time the CITY first takes title to and possession of any of such CITY Furnished Materials until final completion of the Work.
- 3.4.11 The CITY shall not be liable for any interruption or delay damages in the Project by virtue of ordering the CITY Furnished Materials, for any defects or other problems with the Project by virtue of ordering the CITY Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the CITY Furnished Materials.
- 3.4.12 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of CITY Furnished Materials delivered to the Site during the prior month and either concur or object to the CITY's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the CITY Furnished Materials for which payment has not been made were either non-conforming or defective.
- 3.4.13 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the CITY's Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the CITY. Upon receipt of the appropriate documentation, the CITY shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the CITY to immediately obtain partial or final release of waivers as appropriate. The CITY shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the CITY by the CITY's Project Manager. Furthermore, the CITY shall not make any payment without the appropriate CITY's Project Manager concurrence and approval. There shall be no retention on CITY Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).
- 3.4.14 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if

required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the CITY. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the CITY and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the CITY's sales and use tax exemption, the Contractor shall reduce the Contract Amount for direct purchases by the CITY.

#### ARTICLE 4

#### INDEMNIFICATION

- 4.1 CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.

- 4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which, shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

## ARTICLE 5

### INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Additional Insured** Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners, Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**Waiver of Subrogation** Contractor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Halladale Beach, FL 33009

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

- 5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.
- 5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction.
- 5.4 The CONTRACTOR shall furnish to the CITY ENGINEER and the City's Project Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth.
- 5.5 The official title of the owner is the "City of Hallandale Beach." This official title shall be used in all insurance documentation.

## ARTICLE 6

### WEATHER

- 6.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.
- 6.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

## ARTICLE 7

### HURRICANE PRECAUTIONS

- 7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no

cost to the CITY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the CITY or CITY ENGINEER has given notice of same.

- 7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.

## ARTICLE 8

### PERMITS, LICENSES AND IMPACT FEES

- 8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.
- 8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.
- 8.3 Necessity of complying with permit requirements. CONTRACTOR and the City agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

## ARTICLE 9

### DESIGN PLANS AND WORKING DRAWINGS

- 9.1 The Bid Project includes drawings (design plans) and specifications. The CITY, through the CITY ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

## ARTICLE 10

### "OR EQUAL" CLAUSE:

- 10.1 Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that 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 opinion of the CITY, equal in substance, quality and function.
- 10.2 The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance bond or other Surety with respect to any substitute.

## ARTICLE 11

### DEFECTIVE WORK

- 11.1 The CITY ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

- 11.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the CITY, after receipt of written notice from the CITY to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.
- 11.3 Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the CITY in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Bond. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the CITY at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Bond. Any special work performed, as described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.
- 11.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

## ARTICLE 12

### SUBCONTRACTS

- 12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The

CONTRACTOR shall have a continuing obligation to notify the CITY of any change in Subcontractors.

- 12.2 CONTRACTOR shall not employ any Subcontractor against whom CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.
- 12.3 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.
- 12.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

### ARTICLE 13

#### SEPARATE CONTRACTS

- 13.1 The CITY reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.
- 13.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractor's work after the execution of his work.
- 13.3 The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.

- 13.4 To ensure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

#### ARTICLE 14

##### DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 14.1 CONTRACTOR shall have full responsibility for reviewing and checking such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract price.
- 14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and



improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

## ARTICLE 15

### MONITORING REPORTS

- 15.1 CONTRACTOR shall provide the City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City in monitoring CONTRACTOR'S performance in carrying out the Project.

## ARTICLE 16

### CHANGE OF CONTRACT TIME

- 16.1 The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the CITY ENGINEER and the City's Project Manager within 7 calendar days of the beginning of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 15 days after the end of such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the "Contract Time" shall be determined by the CITY ENGINEER in accordance with paragraph 16.2, if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.
- 16.2 The CITY ENGINEER and/or City's Project Manager must submit the request of an extension of the "Contract Time" with the written information provided by the CONTRACTOR and with a written explanation as to why the extension shall be allowed to the City Manager for approval.

If the City Manager approves the request, the "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by CITY or the CITY ENGINEER, or by any employee of either, or any separate

contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

16.3 No Damages for Delay:

Except as provided in Article 1.2(a) and (b) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

16.4 Changes in the Work or Terms of Contract Documents:

16.4.1 Without invalidating the Contract and without notice to any surety, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

16.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by the City Manager\_as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The CITY ENGINEER and the City's Project Manager, shall have the right to approve and issue Field Orders setting forth written interpretations of the

intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. CITY ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

## ARTICLE 17

### CHANGE ORDERS

- 17.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance by the City Manager.
- 17.2 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the City Manager. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.
- 17.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Manager, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and City's Project Manager in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 17.4 Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by the City Manager without consent of Surety.

## ARTICLE 18

### VALUE OF CHANGE ORDER WORK

18.1 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and the City Manager acknowledge contains a component for overhead and profit.

18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.

18.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing and approved by the City Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 18.3.

18.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and approved by the City Manager and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the City Manager.

18.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts

thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

18.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable, including but not limited to the CITY'S False Claims Ordinance.

18.2.4. Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

18.2.5. Supplemental costs including the following:

8.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

18.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

18.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the City of Hallandale Beach.

18.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

18.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

18.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor's home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

18.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

18.3 The term "cost of the work" shall not include any of the following:

18.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

18.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

18.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

18.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of cardinal changes in the work.

18.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

- 18.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- 18.4.1. A mutually acceptable fixed fee or,
  - 18.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:
    - 18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).
    - 18.4.2.2. For costs incurred under Section 18.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
    - 18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.
- 18.5 The amount of credit to be allowed by CONTRACTOR to CITY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- 18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.
- 18.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CITY ENGINEER and the City's Project Manager.
- 18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

18.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

## ARTICLE 19

### TERMINATION FOR CONVENIENCE

19.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.

19.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the CITY).

19.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) ten days after the date on the notice of termination for convenience.

19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

## ARTICLE 20

### SHOP DRAWINGS

20.1 The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.

20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

20.3 If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not



relieve the CONTRACTOR from his responsibility to comply with the Bid Project.

- 20.4 The CITY ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the CITY ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

## ARTICLE 21

### PROGRESS PAYMENTS

All invoices and/or bills and/or requests for payments and/or application for payment are to be sent to the City Engineer and the City's Project Manager.

- 21.1 The CONTRACTOR may request payments for work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 25 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.
- a) Overdue notice. The CONTRACTOR may send the City an overdue notice if the invoice is not paid or rejected within the time frame in Section 21.1, and four (4) business days following the delivery of overdue notice the payment required by the City shall be accepted, rejected or rejected in part.
- 21.2 Retainage: The CONTRACTOR agrees that five percent (5%) of monies earned by CONTRACTOR shall be withheld by CITY as retainage until the completion of the project. The CITY has the right to not process retainage if CONTRACTOR failed to perform contractual responsibilities pursuant to Section 255.078(3). The CITY is not required to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05,

or otherwise the subject of a claim or demand by the local governmental entity or CONTRACTOR.

21.3 The CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

21.3.1. Defective work not remedied.

21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.

21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.

21.3.4. Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

## ARTICLE 22

### ACCEPTANCE AND FINAL PAYMENT

22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract work has been fully performed, payment shall be issued by the CITY, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.

22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.

22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the

balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.

- 22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

### ARTICLE 23

#### CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default the CONTRACTOR and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges

incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

- 23.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CITY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 19.

#### ARTICLE 24

##### CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or application for payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within twenty-five (25) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within four (4) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

#### ARTICLE 25

##### DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of City's Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

## ARTICLE 26

### RESOLUTION OF DISPUTES

- 26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to CITY ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER

shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the CITY ENGINEER and the City's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the CITY'S rights under the CITY'S False Claims Ordinance.

## ARTICLE 27

### APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

## ARTICLE 28

### CONTRACT DOCUMENTS

- 28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.
- 28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

## ARTICLE 29

### NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

- 29.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or

mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 29.2 DOMESTIC PARTNER BENEFITS REQUIREMENT

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.



- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

ARTICLE 30

NOTICES

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and 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 parties designate the following:

**City of Hallandale Beach**

Jeremy Earle, City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

Director  
Jeffrey Odoms  
630 NW 2 Street  
Hallandale Beach, FL 33009

**And:**

Jennifer Merino, City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**And:**

Procurement Department  
400 South Federal Highway

Hallandale Beach, FL 33009

**Contractor:**

Goldberg Kenneth  
1180 SW 10 Street  
Delray Beach, FL 33444

ARTICLE 31

RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 32

AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, 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, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) 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 CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT [CITYCLERKOFFICE@COHB.ORG](mailto:CITYCLERKOFFICE@COHB.ORG), OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.


**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

*Jenorgen Guillen*

\_\_\_\_\_  
CITY CLERK

  
By Jeremy Earle (Jan 23, 2024 13:25 EST)

\_\_\_\_\_  
CITY MANAGER

Date: January 23, 2024

Approved as to legal sufficiency and form by

*John Mue*  
1288

\_\_\_\_\_  
CITY ATTORNEY


**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature. M&M Asphalt Maintenance Inc., D/B/A All County Paving signing by and through its representative, duly authorized to execute same.

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

ATTEST:

CONTRACTOR

  
\_\_\_\_\_  
Corporate Secretary  
*Denise Caminer / Sr. Coordinator*  
(Type Name and Title Signed Above)

By   
\_\_\_\_\_  
*Kenneth Goldbey / President*  
PRINT NAME AND TITLE  
*SM* Day of *January* 20 *24*

(Corporate Seal) OR (NOTARIZE BELOW)

OR (ONLY If not incorporated sign below).

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME & SIGNED ABOVE)

**NOTARY SEAL**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ OR Online Notarization \_\_\_\_\_

Type of Identification Produced:

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**RESOLUTION NO. 2023 - 161**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING AWARD OF BID # NO. FY 2022-2023-019 - ROADWAY RESTORATION AND REPAIR TO M&M ASPHALT MAINTENANCE, INC – DBA ALL COUNTY PAVING AS THE LOWEST RESPONSIVE BIDDER IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 23, Section 23-4, City of Hallandale Beach Code of Ordinances, purchases of and contracts for equipment, supplies, and contractual services, when the estimated cost shall exceed \$50,000.00, except as specifically provided in that section, shall be based, wherever possible, on competitive bids Code of Ordinances, Code of Ordinances, Code of Ordinances; and

**WHEREAS**, poor weather conditions and frequent traffic continuously create potholes, cracks, sinkholes, and unstable road conditions within the City, requiring a large-scale operation to perform road rehabilitation; and

**WHEREAS**, while internal staff routinely maintains streets, sidewalks, and signages throughout the city, it is inadequately staffed and equipped to undertake milling and resurfacing of major roads and bridges on a large scale; and

**WHEREAS**, on September 14, 2023, the City released Bid No. FY 2022-2023-019 - Roadway Restoration and Repair; and

**WHEREAS**, City plans to utilize the agreement with Roadway Restoration and Repair to M&M Asphalt Maintenance, Inc – DBA All County Paving, as the lowest responsive bidder, for a term of one year in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) for Fiscal Year 2023-24, with up to 4 subsequent potential yearly contract extensions for restoration and repair to be reviewed during the annual operating budget

37 process for the Fiscal Years 2025-28 in an amount not to exceed Five Hundred Thousand  
38 Dollars (\$500,000) per year, and authorize the City Manager to execute all relating  
39 documents.

40  
41 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY**  
42 **COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:**

43  
44 **SECTION 1.** The foregoing "Whereas" clauses are incorporated herein.


45  
46 **SECTION 2.** The Mayor and City Commission hereby award Bid No. FY 2022-2023-  
47 019 - Roadway Restoration and Repair to M&M Asphalt Maintenance, Inc – DBA All County  
48 Paving as the lowest responsive bidder in the amount of One Million Five Hundred Thousand  
49 Dollars (\$1,500,000) for Fiscal Year 2023-24 with up to 4 subsequent potential one year terms  
50 approved at the discretion of the City Manager for Fiscal Years 2025-28 in an amount not to  
51 exceed Five Hundred Thousand Dollars (\$500,000) per year, subject to appropriations, and  
52 authorize the City Manager to execute all relating documents.

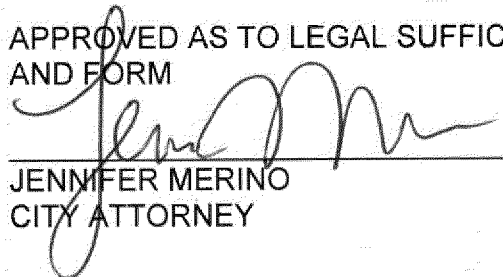
53  
54 **SECTION 3.** This Resolution shall take effect immediately upon its passage and  
55 adoption.

56 APPROVED AND ADOPTED this 20<sup>th</sup> day of December, 2023.

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58   
59 \_\_\_\_\_  
60 JOY F. COOPER  
61 MAYOR

62 SPONSORED BY: CITY ADMINISTRATION

63 ATTEST:   
64 \_\_\_\_\_  
65 JENORGEN GUILLEN  
66 CITY CLERK

67  
68 APPROVED AS TO LEGAL SUFFICIENCY  
69 AND FORM  
70   
71 \_\_\_\_\_  
72 JENNIFER MERINO  
73 CITY ATTORNEY  
74

75

**FINAL VOTE ON ADOPTION**

Mayor Cooper	<u>Yes</u>
Vice Mayor Lima-Taub	<u>Yes</u>
Commissioner Adams	<u>Yes</u>
Commissioner Butler	<u>Yes</u>
Commissioner Lazarow	<u>Yes</u>

76



# EXHIBIT A

## INVITATION TO BID (ITB) BID # FY 2022-2023-019

### ROADWAY RESTORATION AND REPAIR

1. [BID-FY-2022-2023-019-ROADWAY-RESTORATION-AND-REPAIR \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32754/BID-FY-2022-2023-019-ROADWAY-RESTORATION-AND-REPAIR?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32754/BID-FY-2022-2023-019-ROADWAY-RESTORATION-AND-REPAIR?bidId=>
2. [Public Notice \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32755/pre-bid?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32755/pre-bid?bidId=>
3. [Sign-In-Sheet \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32802/Sign-In-Sheet?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32802/Sign-In-Sheet?bidId=>
4. [ADDENDUM-1-2022-2023-019 \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32778/ADDENDUM-1-2022-2023-019?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32778/ADDENDUM-1-2022-2023-019?bidId=>
5. [ADDENDUM--2-2022-2023-019 \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32804/ADDENDUM--2-2022-2023-019?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32804/ADDENDUM--2-2022-2023-019?bidId=>
6. [ADDENDUM-3-2022-2023-019 \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32805/ADDENDUM-3-2022-2023-019?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32805/ADDENDUM-3-2022-2023-019?bidId=>
7. [ADDENDUM # 4 - Q&A](https://www.cohb.org/DocumentCenter/View/32806/ADDENDUM-4-2022-2023-019?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32806/ADDENDUM-4-2022-2023-019?bidId=>
8. [Public Notice \(cohb.org\)](https://www.cohb.org/DocumentCenter/View/32756/bid-opening?bidId=)  
<https://www.cohb.org/DocumentCenter/View/32756/bid-opening?bidId=>

**MINIMUM QUALIFICATION REQUIREMENTS (MQRs):**

1. This ITB contains Minimum Qualification Requirements (MQRs) which the Proposer **must** meet for the Firm to be considered responsive.
2. **Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this ITB.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**
4. Proposer(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Proposal will not be evaluated.
5. Proposer awarded the Contract will be required to maintain Minimum Qualification Requirement # 1 and # 2 during the term of the Contract and any Contract extensions.

**MINIMUM QUALIFICATION REQUIREMENT # 1: YEARS IN BUSINESS- SUNBIZ:**

- a. Proposer must be incorporated through Sunbiz with a status of "Active".
- b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2020** or earlier.

**MINIMUM QUALIFICATION REQUIREMENT # 2: CONTRACTOR LICENSE:**

- a. Bidder's must be licensed as a Certified/Registered General Contractor licensed by State of Florida Department of Business and Professional Regulations. License will be verified through the following link: <https://www.myfloridalicense.com/wl11.asp?mode=0&SID=>

**AND/OR**

- b. Bidder's must be licensed as a Certified/Registered Underground Utility and Excavation Contractor licensed by State of Florida Department of Business and Professional Regulations. License will be verified through the following link: <https://www.myfloridalicense.com/wl11.asp?mode=0&SID=>
- c. Proposing Firm must provide a copy of the applicable license(s) with Firm's response.

**MINIMUM QUALIFICATION REQUIREMENT # 3: 10% BID BOND REQUIREMENT**

As per Procurement Code Section 23-12 (2) Security Bonds, each bidder must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted. A Firm shall forfeit



the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

**MINIMUM QUALIFICATION REQUIREMENT # 4: BONDING CAPACITY LETTER**

Provide documentation of bidder’s total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.

**MINIMUM QUALIFICATION REQUIREMENT # 5: PREVIOUS EXPERIENCE:**

- a. Please note that the information for the projects/contracts below must be the same as the projects/contracts provided within the Reference Form.
- b. Proposing Firm must have completed three (3) contracts of similar size and scope as to the requested services outlined in this ITB within the past five (5) years, 2019-2023.
- c. Proposers must provide the information for MQR # 5 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Prime Firm that was awarded the Contract:	M&M ASPHALT MAINTENANCE INC., d/b/a ALL COUNTY PAVING
Date when Contract started:	03/03/2021
Date when Contract was completed:	10/29/2021
Name of entity for which services were provided to:	City of Boca Raton
Updated contact name, phone and email for Project Manager where services were provided to:	Clecio De Sa -561-416-3429 cdesa@ci.boca-raton.fl.us
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide detailed information:	Potomac Road Resurfacing as part of our annual contract with the City of Boca Raton



Name and Location of Contract # 2:	
Name of the Prime Firm that was awarded the Contract:	M&M Asphalt Maintenance Inc., d/b/a All County Paving
Date when Contract started:	11/02/2022
Date when Contract was completed:	03/03/2023
Name of entity for which services were provided to:	City of Fort Lauderdale
Updated contact name, phone and email for Project Manager where services were provided to:	JEAN EXAMOND -954-828-4507 JEXAMOND@FORTLAUDERDALE.GOV
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide detailed information:	City of Ft. Lauderdale Task Order #16 Coral Shores Raised Median Neighborhood improvements as part of our annual contract with the City of Fort Lauderdale.

Name and Location of Contract # 3:	
Name of the Prime Firm that was awarded the Contract:	M&M ASPHALT MAINTENANCE INC., d/b/a ALL COUNTY PAVING
Date when Contract started:	11/22/2022
Date when Contract was completed:	04/13/2023
Name of entity for which services were provided to:	Town of Lantana
Updated contact name, phone and email for Project Manager where services were provided to:	EDDIE CROCKETT-561-540-5753 ECROCKETT@LANTANA.ORG
Was your Firm the Prime Contractor awarded the Contract for the Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide detailed information:	TOWN OF LANTANA RESURFACING 2023-Resurfacing roads citywide.



**ADDENDUM # 3  
 BID # FY 2022-2023-019  
 ROADWAY RESTORATION AND REPAIR**

**REVISED BID PRICE SHEET  
 9/26/2023**

Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: [www.cohb.org\solicitations](http://www.cohb.org\solicitations).

**BID PRICE SHEET:**

Please use the following BID PRICE SHEET 9/26/2023 included in this Addendum # 3 to submit your BID PRICE.

- I. Bidder must use the Bid Price Sheet below to submit Bidder's price for this Project.
- II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.
- III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- IV. Bidder must completely fill out each column below, i.e., unit price and total.
- V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.
- VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.

**The City will consider price adjustments on the anniversary of the award of contract. Any adjustments shall require documentation to support requested changes. Any request for adjustments shall be made 90 days prior to the actual anniversary date of the award of contract. No cost increases shall be accepted in the initial contract term.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	Mobilization/Demobilization <b>(per work order)</b>	EA	\$ 1,100.00	\$ 1,100.00
2	Type I Barricade per FDOT Standard index No. 102-600. Provide for project duration up to 14 days	EA	\$ 6.15	\$ 6.15
3	Type II Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	\$ 6.15	\$ 6.15

BID # FY 2022-2023-019

ROADWAY RESTORATION AND REPAIR

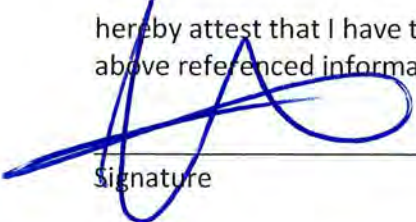
4	Type III Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	\$ 6.65	\$ 6.65
5	MOT Certified Flagman (per person)	HR	\$ 75.00	\$ 75.00
6	Remove and dispose of unsuitable material	CY	\$ 25.00	\$ 25.00
7	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (11 ton to 50-ton assignments)	TON	\$ 185.00	\$ 185.00
8	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (51 ton to 150-ton assignments)	TON	\$ 179.00	\$ 179.00
9	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (151 ton to 499-ton assignments)	TON	\$ 178.00	\$ 178.00
10	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (500 ton to greater assignments)	TON	\$ 176.00	\$ 176.00
11	1-inch Average thickness- Roadway Milling, including mobilization, all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material	SY	\$ 2.95	\$ 2.95
12	Sawcut, Remove and Replace 1.5" of Asphalt (two lifts)	SY	\$ 47.00	\$ 47.00
13	Thermo Plastic (Yellow Solid 6")	LF	\$ 2.75	\$ 2.75
14	Thermo Plastic (Yellow Solid 8")	LF	\$ 2.85	\$ 2.85
15	Thermo Plastic (Yellow Solid 10")	LF	\$ 3.25	\$ 3.25
16	Thermo Plastic (Yellow Solid 12")	LF	\$ 5.50	\$ 5.50
17	Thermo Plastic (Yellow Solid 18")	LF	\$ 6.50	\$ 6.50
18	Thermo Plastic (Yellow Solid 24")	LF	\$ 6.75	\$ 6.75
19	Thermo Plastic (White Solid 6")	LF	\$ 2.75	\$ 2.75
20	Thermo Plastic (White Solid 8")	LF	\$ 2.85	\$ 2.85
21	Thermo Plastic (White Solid 10")	LF	\$ 3.25	\$ 3.25
22	Thermo Plastic (White Solid 12")	LF	\$ 5.50	\$ 5.50
23	Thermo Plastic (White Solid 18")	LF	\$ 6.50	\$ 6.50
24	Thermo Plastic (White Solid 24")	LF	\$ 9.00	\$ 9.00
25	Thermo Plastic (Arrows) 1 part	EA	\$ 100.00	\$ 100.00
26	Traffic Paint (All widths and colors)	SF	\$ 2.85	\$ 2.85
27	Retro-Reflective Pavement Markers – Blue (remove and replace)	EA	\$ 13.25	\$ 13.25
28	Retro-Reflective Pavement Markers – Red (remove and replace)	EA	\$ 13.25	\$ 13.25
29	Retro-Reflective Pavement Markers – Amber/Amber (remove and replace)	EA	\$ 13.25	\$ 13.25
<b>PROJECT TOTAL (ITEMS 1 -30)</b>				<b>\$ 2,186.95</b>

BID # FY 2022-2023-019  
ROADWAY RESTORATION AND REPAIR

I, Kenneth Goldberg, President  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of M&M asphalt maintenance inc, DIBA All County Paving  
Name of Firm as it appears on Sunbiz and/or legal documentation

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

  
Signature

Kenneth Goldberg  
Print Name

**PLEASE NOTE RECEIPT OF THIS ADDENDUM BY COMPLETING 'FORM O: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.**

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should you have any questions, please contact the Procurement Department at (954) 457-1333.

4. Required Forms:

- a. Please make sure all items from the Forms Section, Form A – Form P, are included in your proposal.

**FORMS:**

Proposer must complete and include all the following forms within the proposal submission.

- Form A: [Proposal Submitted by Form](#)
- Form B: [Variance Form](#)
- Form C: [Legal Proceedings Form](#)
- Form D: [Public Entity Crime Form](#)
- Form E: [Domestic Partnership Certification form](#)
- Form F: [Conflict of Interest Notification Requirement Questionnaire](#)
- Form G: [Drug Free Workplace Form](#)
- Form H: [Anti-Kickback Affidavit](#)
- Form I: [Confidentiality Form](#)
- Form J: [Scrutinized Form](#)
- Form K: [Byrd Anti-Lobbying Amendment Certification](#)
- Form L: [Non-Collusion Affidavit](#)
- Form M: [Americans with Disabilities Act Affidavit](#)
- Form N: [Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion](#)
- Form O: [Acknowledgement of Addenda](#)
- Form P: [Reference Form](#)





**FORM A: PROPOSAL SUBMITTED BY**

COMPANY: <b>M&amp;M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING</b>	
ADDRESS: <b>1180 SW 10TH STREET</b>	
CITY, STATE, ZIP: <b>Delray Beach, Florida 33444</b>	
TELEPHONE: <b>561-588-0949</b>	FAX NUMBER: <b>561-588-2140</b>
DUE DATE OF BID: <b>10/16/2023</b>	
E-MAIL ADDRESS: <b>PUBLICWORKS@ALLCOUNTYPAVING.COM</b>	
FEDERAL ID NUMBER: <b>61-1595442</b>	
NAME & TITLE PRINTED: <b>Kenneth Goldberg/President</b>	
SIGNED BY: 	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Invitation to Bid, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the BID.



**FORM B: VARIANCE FORM**

The Proposer must provide and state all variances to this Bid, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney, and the Risk Manager. If the Variances presented by Firm are acceptable to the City a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

**Variances requested to either the ITB, Terms and Conditions and Agreement may result in the City rescinding award of Contract.**

**If Firm has no Variances, Firm must state "None" below. This form must be provided back in Firm's response.**

NONE
------



**FORM C: LEGAL PROCEEDINGS FORM**

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

a. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

Check here and provide documentation       Check here if Not Applicable (N/A)

b. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

Check here and provide documentation       Check here if Not Applicable (N/A)

*PLEASE SEE ATTACHED*

c. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

Check here and provide documentation       Check here if Not Applicable (N/A)

d. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

Check here and provide documentation       Check here if Not Applicable (N/A)

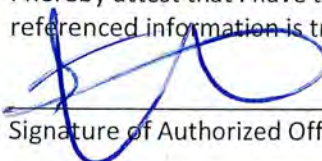
e. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

Check here and provide documentation       Check here if Not Applicable (N/A)

I, Kenneth Goldberg, President  
Name of Authorized Officer per Sunbiz      Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING  
Name of Firm as it appears on Sunbiz

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete, and correct.

  
Signature of Authorized Officer per SunBiz

Kenneth Goldberg/President  
Print Name of Authorized Officer per SunBiz



**FORM D: PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By:  \_\_\_\_\_

Title: President \_\_\_\_\_

Signed and Sealed 16<sup>th</sup> day of October, 2023



**FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM**

**This form must be completed and submitted with Firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check only one box below):**
  - The Firm's price for the contract term awarded is \$50,000 or less.
  - The Firm employs less than five (5) employees.
  - The Firm does not provide benefits to employees' spouses nor spouse's dependents.
  - The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association or society.
  - The Firm is a government entity.
  - The contract is for the sale or lease of property.
  - The covered contract is necessary to respond to an emergency.



- The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, Kenneth Goldberg, President  
 Name of authorized Officer per Sunbiz Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING  
 Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete, and correct.

[Handwritten Signature]  
 Signature

Kenneth Goldberg  
 Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

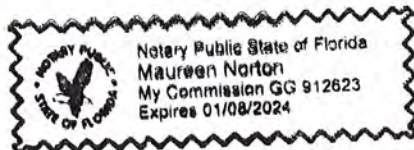
SWORN TO AND SUBSCRIBED BEFORE ME THIS 12<sup>TH</sup> DAY OF  
OCTOBER, 20\_\_ BY KENNETH GOLDBERG

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
 (type of ID)

[Handwritten Signature]  
 Signature of Notary  
MAUREEN NORTON  
 Print Name of Notary Public

01/08/2024  
 Commission expires





**FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict-of-interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of Firm submitting a response to this BID.

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency; if none so state.

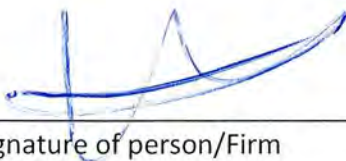
N/A -NONE

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship; if none so state.

N/A -NONE

4. Describe any other affiliation or business relationship that might cause a conflict of interest; if none so state.

N/A -NONE

  
\_\_\_\_\_  
Signature of person/Firm

10/16/2023  
\_\_\_\_\_  
Date



**FORM G: DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that M&M ASPHALT MAINTENANCE INC.,  
D/B/A ALL COUNTY PAVING does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

10/16/2023  
DATE

  
FIRM'S SIGNATURE



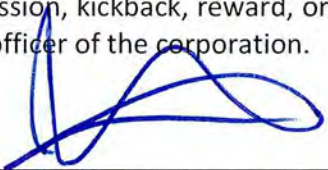


**FORM H: ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

COUNTY OF Palm Beach ) SS:

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By:   
Signature of Authorized Officer per Sunbiz

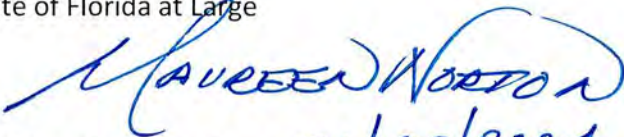
Kenneth Goldberg  
Print Name of Authorized Officer per Sunbiz

President  
Title of Authorized Officer per Sunbiz

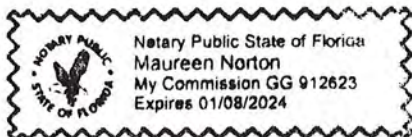
Sworn and subscribed before me this 12<sup>TH</sup> day of OCTOBER, 2023

NOTARY PUBLIC

State of Florida at Large



My Commission Expires: 01/08/2024





**FORM I: CONFIDENTIALITY FORM**

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, BID Number and Name - Confidential Material".

The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

**If N/A please circle: N/A**

I, Kenneth Goldberg, President

Name of authorized Officer per Sunbiz and/or legal documentation Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

  
Signature

President  
Title



**FORM J: SCRUTINIZED COMPANIES**

M&M ASPHALT MAINTENANCE INC.,  
D/B/A ALL COUNTY PAVING (Name of Vendor) hereby certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with the City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes

**Affirm**



**FORM K: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

COMPANY NAME:

Kenneth Goldberg

NAME OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL

President

TITLE

DATE

10/12/2023



**FORM L: NON-COLLUSION AFFIDAVIT**

STATE OF Florida )

COUNTY OF Palm Beach )

) SS:

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Hallandale Beach, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

By: [Signature]  
Signature of Authorized Officer per Sunbiz

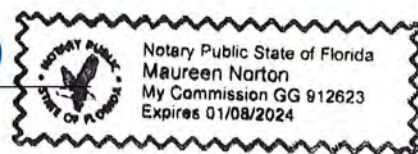
Kenneth Goldberg  
Print Name of Authorized Officer per Sunbiz

President  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 12<sup>TH</sup> day of OCTOBER, 2023

NOTARY PUBLIC

State of Florida at Large  
My Commission Expires: 01/08/2024





**FORM M: AMERICANS WITH DISABILITIES ACT AFFIDAVIT**

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Hallandale Beach, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Hallandale Beach be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Hallandale Beach, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

By:   
Signature of Authorized Officer per Sunbiz

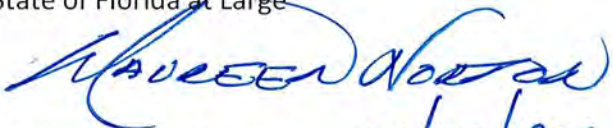
Kenneth Goldberg  
Print Name of Authorized Officer per Sunbiz

President  
Title of Authorized Officer per Sunbiz

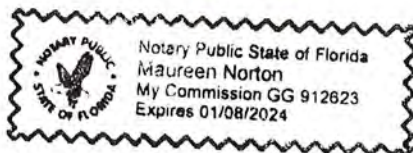
Sworn and subscribed before me this 12<sup>TH</sup> day of OCTOBER, 2023

NOTARY PUBLIC

State of Florida at Large



My Commission Expires: 01/08/2024





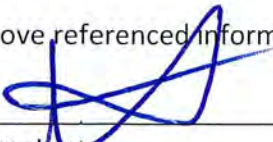
**FORM N: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Contractor Covered Transactions
  - a. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
  - b. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

I, Kenneth Goldberg, President  
Name of authorized Officer per Sunbiz Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

 Kenneth Goldberg  
Signature Print Name



STATE OF FLORIDA

COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF

OCTOBER, 2023 BY KENNEDY GOLDBERG

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(Type of ID)

Maureen Norton

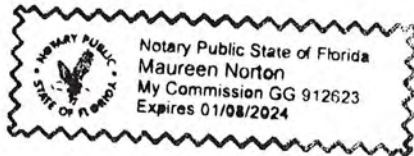
Signature of Notary

MAUREEN NORTON

Print Name of Notary Public

01/08/2024

Commission expires







**FORM O: ACKNOWLEDGEMENT OF ADDENDA**

Instructions: Complete Part I or Part II, whichever is applicable.

The Proposer shall indicate below each Addendum received. The Proposer may contact the Procurement Division at 954-457-1331 or visit the City of Hallandale Beach website at <https://www.hallandalebeachfl.gov/417/Solicitation-Notifications> to confirm the number of addenda (if any) that have been issued.

**PART I:** Please list below each of the Addendum received in connection with this solicitation. Please include the Addendum number, the title is not required.

Addendum #
Addendum 01
Addendum #02
Addendum #03
Addendum #04

**PART II:**

No Addendum was received in connection with this solicitation.

Authorized Signature:  Date: 10/16/2023

Print Name: Kenneth Goldberg Title: President

Firm Name: M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING



**FORM P: REFERENCE FORM**

**Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

<b>BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR</b>
<b>PROPOSING FIRM'S NAME(S):</b> M & M Asphalt Maintenance Inc. d.b.a. All County Paving
<b>PROJECT NAME:</b> Annual Pavement Resurfacing No. 2018-055
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:</b> M & M Asphalt Maintenance Inc. d.b.a. All County Paving
<b>WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

<b>Name of reference:</b>	Clecio De Sa	<b>Phone:</b>	561-416-3429
<b>Title of reference:</b>	Assistant City Engineer	<b>E-mail Address:</b>	cdesa@myboca.us
<b>Company/Employer:</b>	City of Boca Raton		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

Yes, M & M Asphalt Maintenance has always devoted the time and personnel to complete the projects within stipulated time in each work order.
--



2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

M &M Asphalt Maintenance Supervisors have been always very professional and responsive whenever receiving directions and/or feedback from our filed inspectors on the project.

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

No issues, contractor responded within agreement time.

4. Provide detailed information about the Firm's success at minimizing any issues.

Contractor adapted their working hours per your request to minimize traffic impact, there was also one instance where they performed night work to minimize disruption to adjacent business.

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

Firm performed milling, resurfacing and pavement markings with good end results.

6. What was the value of the Project?

The City has issued about 23 Work Orders under this contract, about \$7,310,353.21 released since November 2020. Some project specific values:

WO 18 - Yamato Rd \$1,543,503.29  
WO 13 - Spanish River Blvd \$1,032,745.10



7. Would you consider this Firm for this type of work in the future?

Yes
-----

**ADDITIONAL COMMENTS:**

N/A
-----

<b>PERSON PROVIDING REFERENCE (PRINT NAME):</b>	Clecio De Sa
<b>PRINT TITLE:</b>	Assistant City Engineer

SIGNATURE:  Date: 10/13/2023



**FORM P: REFERENCE FORM**

**Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

<b>BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR</b>	
<b>PROPOSING FIRM'S NAME(S):</b> M & M Asphalt Maintenance Inc. d.b.a. All County Paving	
<b>PROJECT NAME:</b> Town of Lantana Resurfacing 2023	
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:</b> M & M Asphalt Maintenance Inc. d.b.a. All County Paving	
<b>WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT:</b>	
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

<b>Name of reference:</b>	Eddie Crockett	<b>Phone:</b>	561-540-5753
<b>Title of reference:</b>	Public Services Director	<b>E-mail Address:</b>	ecrockett@lantana.org
<b>Company/Employer:</b>	Town of Lantana		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

M&M Asphalt Maintenance devoted the time and personnel necessary for the timely completion of our paving project. The results were exceptional.



2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

The supervisory and management of this project were exceptional

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

There were no issues related to the project

4. Provide detailed information about the Firm's success at minimizing any issues.

The firm got ahead of any potential traffic and dust control issues

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

M&M has been our primary paving contractor for years and we look forward to continuing the relationship in FY24

6. What was the value of the Project?

\$500,000.00



7. Would you consider this Firm for this type of work in the future?

The Town intends to work with M & M Asphalt Maintenance for many more years.

ADDITIONAL COMMENTS:

Very good company to work with.

PERSON PROVIDING REFERENCE (PRINT NAME):	EDDIE CROCKETT
PRINT TITLE:	PUBLIC SERVICES DIRECTOR

SIGNATURE: Eddie Crockett Date: 10/10/23



**FORM P: REFERENCE FORM**

**Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.**

<b>BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR</b>	
<b>PROPOSING FIRM'S NAME(S):</b> M & M Asphalt Maintenance Inc. d.b.a. All County Paving	
<b>PROJECT NAME:</b> City of Ft. Lauderdale Annual Resurfacing	
<b>NAME OF FIRM THAT WAS AWARDED THE AGREEMENT:</b> M & M Asphalt Maintenance Inc. d.b.a. All County Paving	
<b>WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT:</b>	
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

<b>Name of reference:</b>	Jean Examond	<b>Phone:</b>	954-828-4507
<b>Title of reference:</b>	Project Manager II	<b>E-mail Address:</b>	jexamond@fortlauderdale.gov
<b>Company/Employer:</b>	City of Ft. Lauderdale		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

The contractor exceeded expectations of the city to provide all necessary office & field staff to successfully complete the scope of work required in the contract with the city.





2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

The contractor had highly skilled personnel both in the office & field to schedule and supervise all projects with the city staff.

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

The contractor met or exceeded all of the cities exceptions for scheduling work.

4. Provide detailed information about the Firm's success at minimizing any issues.

The contractor is extremely well and handling the needs of the cities residents and managing traffic to complete the work quickly & efficiently.

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

Milling & resurfacing of roads throughout the city to included necessary traffic control & pavement markings. We are extremely satisfied with the contractors work.

6. What was the value of the Project?

\$2,000,000.00



7. Would you consider this Firm for this type of work in the future?

Yes we hope that can continue to work with the contractor.

**ADDITIONAL COMMENTS:**

We highly recommend this contractor to be considered for your project.

PERSON PROVIDING REFERENCE (PRINT NAME):	Jean Examond
PRINT TITLE:	Project Manager II

SIGNATURE: Jean E Date: 10/11/23



# NHC

**NIELSON, ROSENHAUS & ASSOCIATES**  
A NIELSON HOOVER GROUP COMPANY



October 10, 2023

City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, FL 33009

Re: M & M Asphalt Maintenance, Inc. DBA All County Paving  
Project: Roadway Restoration and Repair, Bid # FY 2022-2023-019

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for M & M Asphalt Maintenance, Inc. DBA All County Paving. Their surety is The Gray Insurance Company, which carries an A.M. Best Rating of A- VIII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to \$5,000,000 for a single bond and \$25,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

M & M Asphalt Maintenance, Inc. DBA All County Paving is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin Wojtowicz  
Florida Licensed Agent

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

M & M Asphalt Maintenance, Inc.  
DBA All County Paving  
1180 SW 10th Street  
Delray Beach, FL 33444

### SURETY:

(Name, legal status and principal place of business)

The Gray Insurance Company  
P.O. Box 6202  
Metairie, LA 70009-6202

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

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

### OWNER:

(Name, legal status and address)

City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, FL 33009

**BOND AMOUNT:** \$ \$10,000.00      Ten Thousand Dollars and 00/100

### PROJECT:

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

Roadway Restoration and Repair, Bid # FY 2022-2023-019

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 16th day of October, 2023

  
(Witness)


M & M Asphalt Maintenance, Inc. DBA All County Paving


(Principal) \_\_\_\_\_ (Seal)

By:   
(Title)

The Gray Insurance Company

(Surety) \_\_\_\_\_ (Seal)

By:   
(Title) Kevin Wojtowicz      Attorney-in-Fact

  
(Witness) Rita Lazarides

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond      **Principal:** M & M Asphalt Maintenance, Inc. DBA All County Paving  
**Project:** Roadway Restoration and Repair, Bid # FY 2022-2023-019

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana  
ss:

Parish of Jefferson  
On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16<sup>th</sup> day of October, 2023.

*Mark S. Mangano*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16<sup>th</sup> day of October, 2023.

*Leigh Anne Henican*



## Lawsuits:

2022 502022-CA-012662 Palm Beach Auto Negligence

Margaret Heger v. M&M Asphalt Maintenance, Inc and Derrick Hall

Car accident with employee not on a job. . Case is in litigation. Discovery is ongoing as to damages. No resolution yet.

2023 502023CA-011622XXXXMB Palm Beach Negligence-Slip and Fall

Dawn and Jeffrey Goebel v. All County Paving, Inc-this is a trip and fall for negligence. Case is in litigation. Discovery is ongoing as to damages. No resolution yet.

2022 CACE-22-007904 Broward Negligence-Slip and Fall

Ynirida Teresa Gallegos De Bravo v. Weston Apartments Corp dba Weston Place Apartments and M&M Asphalt Maintenance, Inc dba All County Paving

This is a trip and fall for negligence. Case is in litigation. Discovery is ongoing as to damages. No resolution yet.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
M & M ASPHALT MAINTENANCE INC.

### Filing Information

<b>Document Number</b>	P09000035507
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<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	09/26/2016
<b>Event Effective Date</b>	NONE

### Principal Address

1180 SW 10TH STREET  
DELRAY BEACH, FL 33444

Changed: 01/07/2015

### Mailing Address

1180 SW 10TH STREET  
DELRAY BEACH, FL 33444

Changed: 01/07/2015

### Registered Agent Name & Address

GOLDBERG, KENNETH  
1180 SW 10TH STREET  
DELRAY BEACH, FL 33444

Name Changed: 07/07/2023

Address Changed: 01/07/2015

### Officer/Director Detail

#### **Name & Address**

Title D, P, S, T

GOLDBERG, KENNETH R  
1180 SW 10TH STREET  
DELRAY BEACH, FL 33444

**Annual Reports**

Report Year	Filed Date
2022	01/24/2022
2023	04/17/2023
2023	06/28/2023

**Document Images**

<a href="#">07/07/2023 – Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">06/28/2023 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2023 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/08/2021 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2020 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2019 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">09/26/2016 – Amendment</a>	<a href="#">View image in PDF format</a>
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Ron DeSantis, Governor

Melanie S. Griffin, 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

**SPADA, ROBERT G**

ALL COUNTY PAVING  
1180 SOUTHWEST 10TH STREET  
DELRAY BEACH FL 33444

**LICENSE NUMBER: CGC1534510**

**EXPIRATION DATE: AUGUST 31, 2024**

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# AGREEMENT Roadway Restoraion All County Paving ISR 1288

Final Audit Report

2024-01-23

Created:	2024-01-23
By:	Jenorgen Guillen (jguillen@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA6-fPN_KgnXj-BhQJcBtYNXR2IiU2RFs

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-  Document created by Jenorgen Guillen (jguillen@cohb.org)  
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