



2025-002
NW 27th STREET DRAINAGE IMPROVEMENTS

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT

PRE-BID CONFERENCE DATE AND TIME: January 22, 2025 @ 10:00 am

BID OPENING DATE AND TIME: February 6, 2025 @ 11:00 am

BID BOND REQUIRED: YES

PERFORMANCE BOND REQUIRED: YES

PAYMENT BOND REQUIRED: YES

NOTE: THESE PLANS AND SPECS RELATE TO CITY SECURE INFRASTRUCTURE. PURSUANT TO FLORIDA LAW, THIS IS EXEMPT FROM DISCLOSURE AS DOCUMENTS THAT MAY DISCLOSE THE SECURITY AND/OR FIRESAFETY MATTERS. BIDDER IS RESPONSIBLE TO MAINTAIN CONFIDENTIALITY OF THESE PLANS AND SPECS AND TO ENSURE THAT SUCH PLANS AND SPECS ARE NOT DISTRIBUTED TO INDIVIDUALS AND FIRMS THAT DO NOT HAVE A REAL INTEREST IN THE BID.

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PART I – BIDDING REQUIREMENTS

NOTICE INVITING BID

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Office of the Purchasing Division, City Hall, 5790 Margate Boulevard, Margate, Florida 33063 until **11:00 am on Thursday, February 6, 2025**, for a completed project to provide all materials, labor, equipment, bonding, insurance, indemnification, and other requirements for NW 27th Street Drainage Improvements. A non-mandatory pre-Bid Conference will be held on **Wednesday, January 22, 2025 @ 10:00 A.M.** in the Commission Chambers at City Hall, 5790 Margate Blvd., Margate, FL 33063. All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidder to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by **"SEALED BID FOR BID NO. 2025-002 NW 27th STREET DRAINAGE IMPROVEMENTS"** and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: Contractor shall have 30 days from the issuance of the Purchase Order to obtain necessary permits and submit proof to the City. City shall then issue the Notice to Proceed. The work shall be completed within **90 calendar days** after the commencement date stated in the Notice to Proceed Order.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of 5 percent of the total bid price payable to the City of Margate as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. If the bidder submits both a Base Bid and a Bid Alternative, the total bid price will be the higher of the two.

The bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

PROJECT ADMINISTRATION: All communications and technical questions relative to this Work shall be directed to the ENGINEER and/or City Rep prior to bid opening. Please email purchase@margatefl.com.

City and/or City Rep:

Gio Batista, P.E., C.G.C.
City of Margate
Public Works Department
102 N. Rock Island Road
Margate, FL 33063

Engineer:

Jessica Diaz
Chen Moore & Associates
500 W Cypress Creek Road
Suite 630
Ft. Lauderdale, FL 33309

The City of Margate (Owner) reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed in its best interest.

OWNER: CITY OF MARGATE

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

- 1. DEFINED TERMS:** Terms used in these "Instructions to Bidders" and the "Notice Inviting Bids", which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City of Margate (City), as distinguished from a sub-bidder, who submits a bid to a bidder.
- 2. COMPETENCY OF BIDDER:** In selecting the bid, deemed to be in the best interest of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Bidder's General Information," found herein. A "No Bid" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by the State and County) applicable to the type of work bid upon at the time of opening Bids.
- 3. DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.
- 4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**
 - 4.1** It is the responsibility of each bidder before submitting a bid, to:
 - (a)** Examine the Contract Documents thoroughly,
 - (b)** Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work,
 - (c)** Consider federal, state and local laws and regulations that may affect cost, progress, or performance of the Work,
 - (d)** Study and carefully correlate the bidder's observations with the Contract Documents, and,
 - (e)** Notify the Engineer or City's Rep of any conflicts, errors, or discrepancies it notices or identifies in the Contract Documents.
 - 4.2 Not Used**
 - 4.3 Not Used**
 - 4.4** Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Contract Documents.
 - 4.5** Provisions appearing in the Agreement concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Agreement.

4.6 Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which the bidder deems necessary to determine its bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.7 On request in advance, the City will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

4.8 The land upon which the work is to be performed, rights-of-way and easements for access thereto, and other land designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract Documents.

4.9 The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidder's Examination of Contract Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. **INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer or City in writing to **purchase@margatefl.com**. Interpretations or clarifications considered necessary by the Engineer or City in response to such questions will be issued by written addenda, mailed or delivered, to all parties recorded by the Engineer or City as having received the Contract Documents. **Questions received less than 7 business days prior to the date for opening of bids may not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS:** Each bid shall be accompanied by a certified or cashier's check or approved bid bond in the amount stated in the "Notice Inviting Bids". Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the Work will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance bonds, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure to enter into said Agreement, the check or bid bond, as the case may be, shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the bid bond form contained herein, or one conforming substantially to it in form.

7. **RETURN OF BID SECURITY:** Within 14 business days after award of the contract, the City will return the bid securities for the bids not considered in making the award. All other bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective bidders whose bids they accompany.

8. **BID FORM:** The bid shall be made on copies of the bidding schedule found herein.

9. **SUBMISSION OF BIDS:** Refer to **Notice Inviting Bids**.

10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule

and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

- 11. QUANTITIES OF WORK:** The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Agreement Price.
- 12. WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids prior to the scheduled closing time for receipt of bids.
- 13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations or erasures in the printed text. Alternative bids will not be considered unless called for. An oral, telegraphic, telephonic, or electronically transmitted bid or modification will not be considered.
- 14. SUBSTITUTE OR "OR EQUAL" ITEMS:** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier and the name is followed by the words "or-equal", the bidder may write the name of the substitute supplier (which the bidder considers as an "or-equal") in the Proposed Substitute Equipment/Material Supplier List in the Bid Form. These substitute suppliers will only be considered after award of the Agreement. The procedure for the submittal of substitute or "or-equal" products is specified in the section entitled "Contractor Submittals" of the General Requirements.
- 15. AWARD OF CONTRACT:** Award of contract, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of 2 bidding schedules which are alternative to each other, only one of such alternative schedules will be awarded. The City reserves the right to accept or reject any or all bids, parts of bids, to waive formalities in any bid, or to take any other action that is deemed to be in the best interest of the City.
- 16. EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement with the City on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 14 business days after receipt of the Agreement forms from the City. Failure or refusal to enter into an Agreement as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The Agreement as attached as Part II of this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to paragraph 15 refuses or fails to execute the Agreement, the City may award the contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third Bidder (who has been awarded the contract) to execute the Agreement, each such bidder's bid security shall be likewise forfeited to the City.

- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his/her work. Before proceeding with work, Contractor will be solely responsible for accuracy of measurements and laying out of work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the Agreement at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of Section 287.133 (2)(a), Florida Statutes, "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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 20. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City of Margate is exempt from all federal and state taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid proposal must be accompanied by Safety Data Sheet(s). (Refer to attachment - Compliance with Occupational Safety and Health Act)

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 A.M. and after 2:00 P.M. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

- 24. NO BID:** Refer to "Statement of No Bid" form incorporated into the bid proposal package.
- 25. OMISSION OF DETAILS:** Omission of any essential details from these specifications will not relieve the contractor of supplying such work as specified.
- 26. CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **ePermitting-ProjectDox** and can be obtained from the City's website at www.margatefl.com under **BUILDING DEPARTMENT** for City Building permits and under **ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT** for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permit questions should be directed to DEES Department at (954) 972-0828.
- 27. NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) business days after receipt of a Notice to Proceed from the City unless otherwise stated. After start of Work, Contractor is to remain on site until Work is completed.
- 28. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City of Margate and Engineer shall be **additional insured** under all policies required by this proposal. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 certificates of insurance which indicate the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on the accompanying Agreement. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work Site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Sections 768.28 and 95.11, Florida Statute.
- 29. IDENTICAL TIE BIDS:** Refer to the "Drug Free Workplace Program" form attachment for information on how tie bids will be handled.
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Margate employee or elected official is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.311.
- 31. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstance has ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation or order.

32. WARRANTIES:

Warranty of Title:

Successful Offeror warrants that all equipment delivered under the Agreement shall be of new manufacture and that successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims, or encumbrance whatsoever against said equipment.

Warranty of Specifications:

Successful Offeror warrants that all equipment, materials, and workmanship furnished, whether furnished by the Successful Offeror or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, or good quality and free from defects, whether patent or latent in material and workmanship, and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and workmanship for a minimum of one (1) year from date of completion and acceptance by City. If within one (1) year after acceptance by City, or within such larger period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the Contract Documents, successful Offeror shall promptly, after receipt of written notice from City to do so, correct the Work unless City has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Agreement.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then City, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

33. CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop work in that area immediately and notify the City.
- 35. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 36. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 37. INDEMNIFICATION:** To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The limitation for such indemnification shall be \$1,000,000 per occurrence, or 100% of the Contractor's total Bid price, whichever is higher. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- 38. WAIVER OF JURY TRIAL:** The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the Agreement, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.
- 39. DISPUTES:** NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE THEIR DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM THEY DELEGATE AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.
- 40. VENUE AND GOVERNING LAW:** This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 41. OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting Agreement. Prices shall be FOB Delivered to the requesting agency.
- 42. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where rescue, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, city personnel must be notified and the driver must state where he/she will be at all times.

43. ASSIGNMENT: The Contractor shall not transfer or assign the performance required by this bid without the proper written consent of the City. Any award issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.

44. WORKING HOURS AND INSPECTIONS: The City of Margate's working hours are Monday through Friday 9 A.M. – 4 P.M. Contractor must plan for and schedule inspections within the City's working hours.

Contractor can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

45. RECORDING OF BONDS: Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

46. LUMBER: Pursuant to Section 255.20, Florida Statutes:

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

47. LIQUIDATED DAMAGES: Provisions for liquidated damages, if any, are set forth in the Agreement.

48. REGULATIONS: All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of contract.

49. ASSIGNMENT: The Contractor shall not transfer or assign the performance required by this bid without the proper written consent of the City. Any award issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.

50. NO WAIVER: No waiver of any provision, covenant, or condition within this Agreement or of the breach of any provision, covenant, or condition within this Agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

51. WAIVER: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

52. AGREEMENT/CONTRACT: The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

53. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Contract Documents, and there are no other promises; representations, or warranties affecting it.

54. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

55. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- e. **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 CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:
(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address: 5790 Margate Boulevard
Margate, FL 33063

56. SCRUTINIZED COMPANIES: In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba or Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

57. RESPONSIBLE VENDOR DETERMINATION:

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

58. E-VERIFY

1) Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
 - c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

59. NONCOERCION OF LABOR

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

BID PROPOSAL FORM BID NO. 2025-002

BID TO: CITY COMMISSION
CITY OF MARGATE

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**NW 27th Street Drainage Improvements
BID NO. 2025-002**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids", and "Instructions to Bidders", dealing with the disposition of the bid security.
3. The bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.
4. It is the Contractor's responsibility to contact the City @ (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number		Date	
#1		01/17/25	
#2		01/21/25	
#3		01/30/25	
#4		01/31/25	

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as bidder deems necessary.
6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and information required of bidder contained in this Bid Form, said Bidder further agrees to complete the Work required under the Contract Documents within the Agreement Time stipulated in said Contract Documents, and to accept in full payment thereof the Agreement Sum based on the total bid price(s) named in the aforementioned Bidding Schedule(s).

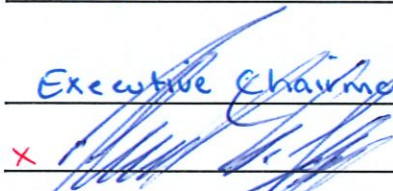
BID PROPOSAL FORM BID NO. 2025-002

NAME OF FIRM General Asphalt Co., LLC

ADDRESS: 4850 NW 72nd Ave Miami FL 33166

NAME OF SIGNER Robert Lopez
(Print or Type)

TITLE OF SIGNER Executive Chairman

SIGNATURE:  DATE: 01/30/25

TELEPHONE NO: (305) 592-3480 FAX NO: (305) 477-4675

E-MAIL: Rob@generalasphalt.com

SCHEDULE OF BID PRICES – BID NO. 2025-002

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your Bid.)

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE AGREEMENT DOCUMENTS FOR THE ABOVE UNIT PRICES OR LUMP SUMS. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH AND EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE UNIT COST STATED IN FIGURES. ANY DISCREPANCY BETWEEN THE UNIT AND TOTAL, THE UNIT PREVAILS.

In accordance with your Notice Inviting Bid and the specifications contained herein, the undersigned proposes the following:

.....

	Item	Section 1025	Quantity	Unit Cost	Unit	Total Cost
	CONSTRUCTION - GENERAL					
1	Mobilization	1.2	1	\$ 75,000	LS	\$ 75,000
2	Maintenance of Traffic	1.3	1	\$ 37,500	LS	\$ 37,500
3	Bonds and Insurance	1.4	1	\$ 19,500	LS	\$ 19,500
	<i>GENERAL SUBTOTAL</i>					\$ 132,000
	CONSTRUCTION - DEMOLITION					
4	Clear and Grade Existing Grass Area	1.5	750	\$ 14.43	SY	\$ 10,822. ⁵⁶
5	Remove and Dispose of Existing Asphalt Pavement	1.6	120	\$ 73.71	SY	\$ 8,845. ²⁰
6	Remove Existing Limerock Base Material	1.7	120	\$ 57.46	SY	\$ 6,895. ²⁰
7	Remove Existing Asphalt Driveway Approach	1.22	170	\$ 32.50	SY	\$ 5,525. ⁰⁰
8	Remove Existing Concrete Driveway Approach	1.23	60	\$ 45.50	SY	\$ 2,730. ⁰⁰
9	Remove Existing Paver Driveway Approach	1.24	90	\$ 52. ⁰⁰	SY	\$ 4,680. ⁰⁰
10	Remove Existing Tree	1.8	1	\$ 3,900	EA	\$ 3,900. ⁰⁰
11	Remove Existing Shrub	1.26	1	\$ 325. ⁰⁰	EA	\$ 325. ⁰⁰
12	Remove Existing Hedge	1.25	15	\$ 65. ⁰⁰	LF	\$ 975. ⁰⁰
13	Remove Existing Sign REMOVED	1.9	1	\$ —	EA	REMOVED
14	Remove Existing Mailbox	1.1	5	\$ 65. ⁰⁰	EA	\$ 325. ⁰⁰
15	Remove Existing Storm Drainage Pipe	1.11	76	\$ 39. ⁰⁰	LF	\$ 2,964. ⁰⁰
16	Remove Existing Catch Basin	1.11	4	\$ 450. ⁰⁰	EA	\$ 2,600. ⁰⁰
17	Grout and Abandon Existing Storm Drainage Pipe	1.12	110	\$ 136. ⁵⁰	LF	\$ 15,015. ⁰⁰
18	Adjust and Repair Existing Sewer Lateral	1.13	4	\$ 6,500. ⁰⁰	EA	\$ 26,000. ⁰⁰
	<i>UTILITY ITEMS SUBTOTAL</i>					\$ 91,601. ⁹⁰

	CONSTRUCTION - DRAINAGE					
19	Furnish and Install 48" Diameter Drainage Catch Basin	1.14	7	\$ 11,453. ⁰⁰	EA	\$ 80,171. ⁰⁰
20	Furnish and Install 48" Diameter Drainage Control Structure	1.14	1	\$ 20,215. ⁰⁰	EA	\$ 20,215. ⁰⁰
21	Furnish and Install 15" HDPE Pipe	1.15	66	\$ 390. ⁰⁰	LF	\$ 25,740. ⁰⁰
22	Furnish and Install 18" HDPE Pipe	1.15	183	\$ 390. ⁰⁰	LF	\$ 71,370. ⁰⁰
23	Furnish and Install 18" HDPE Pipe with Exfiltration Trench	1.15	470	\$ 390. ⁰⁰	LF	\$ 183,300. ⁰⁰
24	Connect to Existing Storm Drainage Pipe	1.16	1	\$ 3,250. ⁰⁰	EA	\$ 3,250. ⁰⁰
25	Furnish and Install Pollution Retardant Baffle	1.17	6	\$ 1,560. ⁰⁰	EA	\$ 9,360. ⁰⁰
	<i>DRAINAGE ITEMS SUBTOTAL</i>					\$ 393,406. ⁰⁰
	CONSTRUCTION - RESTORATION					
26	Stabilization of Subgrade	1.18	120	\$ 26. ⁰⁰	SY	\$ 3,120. ⁰⁰
27	Furnish and Compact Limerock Base Material	1.19	120	\$ 78. ⁰⁰	SY	\$ 9,360. ⁰⁰
28	Furnish and Place Asphalt Pavement Type S-1 1st Lift	1.2	120	\$ 155. ⁰⁰	SY	\$ 18,600. ⁰⁰
29	Furnish and Place Asphalt Pavement Type S-III 2nd Lift	1.2	255	\$ 77. ⁰⁰	SY	\$ 19,635. ⁰⁰
30	Mill Existing Asphalt Pavement	1.21	135	\$ 55. ⁰⁰	SY	\$ 7,425. ⁰⁰
31	Furnish and Install Asphalt Driveway Approach	1.22	170	\$ 89. ⁰⁰	SY	\$ 15,130. ⁰⁰
32	Furnish and Install Concrete Driveway Approach	1.23	60	\$ 119. ⁰⁰	SY	\$ 7,176. ⁰⁰
33	Furnish and Install Paver Driveway Approach	1.24	90	\$ 130. ⁰⁰	SY	\$ 11,700. ⁰⁰
34	Furnish and Install Tree	1.8	1	\$ 3,900. ⁰⁰	EA	\$ 3,900. ⁰⁰
35	Furnish and Install Hedge	1.25	15	\$ 97. ⁵⁰	LF	\$ 1,462. ⁵⁰
36	Furnish and Install Shrub	1.26	1	\$ 325. ⁰⁰	EA	\$ 325. ⁰⁰
37	Replace Existing Sign REMOVED	1.9	1	\$ —	EA	REMOVED
38	Reinstall Existing Mailbox	1.1	4	\$ 650. ⁰⁰	EA	\$ 2,600. ⁰⁰
39	Furnish and Install Sod	1.27	750	\$ 19. ⁵⁰	SY	\$ 14,625. ⁰⁰
40	Existing Irrigation System Restoration	1.28	1	\$ 19,500. ⁰⁰	LS	\$ 19,500. ⁰⁰
41	Furnish and Place 6" Double Yellow	1.29	100	\$ 19. ⁵⁰	LF	\$ 1,950. ⁰⁰
	<i>RESTORATION ITEMS SUBTOTAL</i>					\$ 136,508. ⁵⁰
	MISCELLANEOUS					
42	Additional Compensation For Excavation in Hard Rock Conditions	1.3	10	\$ 260. ⁰⁰	LF	\$ 2,600. ⁰⁰
	<i>MISCELLANEOUS SUBTOTAL</i>					\$ 2,600. ⁰⁰
				Permit Fees	AL	\$ 7,000.00
				Contingency	LS	\$ 30,000.00
				Cost of Indemnification	LS	\$ 100.00
				<i>ESTIMATED COST SUBTOTAL</i>		\$ 37,100.00
	CONSTRUCTION AND GENERAL TOTAL					\$ 793,216. ⁴⁰

City reserves the right to delete the below item, if item is deleted grouting will NOT be required.

Please enter the deduct price

	DELETE ITEM					
17	Grout and Abandon Existing Storm Drainage Pipe	1.12	110	-\$ 260	LF	-\$ 2,600

Note: City permit fees shall not be waived and should be included in your bid proposal.

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES _____ NO ☒

SPECIFICATION SHEETS/BROCHURES? YES _____ NO ☒

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CARD?

YES ☒ NO _____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

BID BOND

The public should take notice:

That we General Asphalt Co., LLC, 4850 NW 72 Avenue, Miami, FL 33166 as Principal, and Berkshire Hathaway Specialty Insurance Company as Surety, are held and firmly bound unto City of Margate, hereinafter called "City" in the sum of (\$ 5% of Amount Bid) Five Percent of Amount Bid dollars, (not less than 5 percent of the total amount of the bid, if the bidder submits both a Base Bid and a Bid Alternative, the total bid price will be the higher of the two) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bidding schedule of the City's Contract Documents entitled:

BID NO. 2025-002- NW 27th Street Drainage Improvements

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of the agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 30th day of January, 2025

General Asphalt Co., LLC

(PRINCIPAL)

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944

(SURETY)

By: [Signature]

(SIGNATURE)

By: [Signature]

(SIGNATURE)

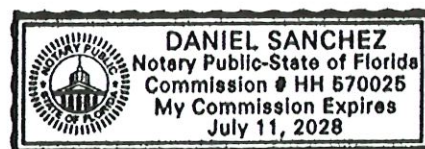
Charles J. Nielson, Attorney-In-Fact

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 30th DAY OF January, 2025

NOTARY PUBLIC: [Signature]





Berkshire Hathaway
Specialty Insurance

47383

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Charles J. Nielson, Shawn Burton, David Hoover, Charles D. Nielson, Laura Mosholder, Michael Moyer, 15050 NW 79th Court, Suite 200, of the city of Miami Lakes, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 30, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BIDDER'S GENERAL INFORMATION

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 8 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 9 inclusive) is delivered to the City.

- (1) Contractor's name and address:

General Asphalt Co., LLC
4850 NW 72nd Avenue
Miami FL 33166

- (2) Contractor's telephone number: (305) 592-3480

- (3) Contractor's primary license classification: General Contractor

State License Number: CGC1522723

Supplemental classifications held, if any: N/A

Name of Licensee, if different from (1) above: N/A

- (4) Name of person who inspected site of proposed Work for your firm:

Name: Jose Semprun Date of Inspection: 01/29/25

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: Acrisure - 15050 NW 79th Court

Suite 200 Miami Lakes, FL 33016 (305) 722-2674
Haley Blythe

- (6) Attach to this bid, the experience resume of the person who will be designated Supervisor for this project. (Attached) →

- (7) Attach to this bid, a financial statement (if required), references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

Attached →

- (8) List 3 projects completed recently involving work of similar type and complexity:

Project Name	Contract Amount	Name, Address, Phone Number of Owner	Completion Date of Project
		Please See Attached →	

(9) Subcontractors: The bidder further proposes that as part of their submittal, attached is a list of subcontracting firms or businesses that will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract:

Highway Striping Inc. - Pavement Markings
 18851 SW 218TH Street
 Miami FL 33170

Hurricane Irrigation Systems, Inc. - Landscape & Irrigation
 13343 NW 47TH Avenue
 OPA-Locka FL 33054

COMPANY NAME: General Asphalt Co., LLC

CONTACT PERSON: Daniel Sanchez

V OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER	PROJECT ADMINISTRATOR	PHONE
\$4,123,500.00	2012	TOWN OF BAY HARBOR COMMUNITY ENHANCEMENTS	GENERAL ASPHALT TOWN OF BAY HARBOR	Randy L. Daniel, P.E. (rdaniel@baysidehards.net)	305-861-1799
\$2,289,176.00	2012	US 441 @ SAMPLE ROAD T4273 BROWARD CO FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Osvaldo "Ossie" Larrazabal, P.E. (osvaldo.larrazabal@camahan-proctor.com)	786-255-2869
\$2,504,548.00	2012	SW 72 ST SUNSET DR T6238 MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fahang Esmailzadeh (fahang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$2,301,632.00	2012	SAMPLE ROAD T4273 BROWARD CO FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Osvaldo "Ossie" Larrazabal, P.E. (osvaldo.larrazabal@camahan-proctor.com)	786-255-2869
\$3,005,687.00	2012	SHARK KEY T6227 MONROE COUNTY FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,838,059.00	2012	ATLANTIC BLVD T 4289 BROWARD CO FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Felix Garcia (felix.garcia@dot.state.fl.us)	954-914-0293
\$852,390.00	2012	SR 916 56G22 MIAMI-DADE COUNTY FL	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$370,046.00	2012	1-75 MM 52 T1454 COLLIER COUNTY FL	CONALVIAS - USA FLORIDA DEPT OF TRANS	FDOT District 1	863-519-2300
\$17,192,073.00	2013	US ARMY CORP OF ENGINEERS SR 90 TAMAMI TR	GENERAL ASPHALT KIEWIT SOUTHERN CORP	Jeremy Regan (jregan@kiewit.com)	404-971-0264
\$4,514,482.00	2013	US ARMY CORP OF ENGINEERS SR 90 TAMAMI TR	GENERAL ASPHALT CGI SOLUTIONS	Marvin	305-805-6900
\$4,280,180.00	2013	HOMESTEAD AFB MIAMI-DADE COUNTY	GENERAL ASPHALT MARKS BROS CORP	Marty Marks	305-805-6900
\$2,809,093.00	2013	NORTH PERRY AIRPORT BROWARD CO FL	GENERAL ASPHALT MARKS BROS CORP	Nina	305-805-6900
\$498,948.45	2013	FDOT E6G59 NW 138TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$503,571.16	2013	FDOT E6G85 SW 87TH AVENUE & SW 40TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$2,355,748.00	2013	FDOT T6262 SR 112 ARTHUR GODFREY RD MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$1,530,467.00	2013	FDOT T6258 COLLINS & LINCOLN ROAD MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$979,394.21	2013	MIRAMAR PARKWAY MILLING & RESURFACING	CITY OF MIRAMAR - PUBLIC WORKS	Antonio Rabbar (arabbar@ci.miramar.fl.us)	954-802-3302
\$904,421.83	2013	FDOT T6284 SW 107TH AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fahang Esmailzadeh (fahang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$636,243.42	2013	CITY OF AVENTURA (COUNTRY CLUB DRIVE INSIDE HALF)	CITY OF AVENTURA - CAPITAL PROJECTS	Antonio F. Torreal (torreal@cityofventura.com)	305-466-8923
\$515,109.00	2013	FDOT T4349 PINES BOULEVARD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Carlos Gonzalez (gonzalez@corradino.com)	954-864-8460
\$290,626.31	2013	FDOT T6265 QUAIL ROOST	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fahang Esmailzadeh (fahang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$1,695,734.00	2013	FDOT T6264 US 1 @ KENDALL DRIVE MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fahang Esmailzadeh (fahang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$3,453,261.00	2013	FDOT T6256 US 1 @ SW 136 ST MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fahang Esmailzadeh (fahang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$1,895,355.00	2014	HEFT TURNPIKE MIAMI-DADE COUNTY	GENERAL ASPHALT HALLEY ENGINEERING	Steve McCue, P.E. (smc@haleys.com)	305-592-6001
\$3,014,179.39	2014	FDOT T6305 SUNSET DRIVE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Daniel Halley (dhalley@haleys.com)	305-796-2268
\$2,153,103.00	2014	FDOT E6H37 SR-5 @ MM 27 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$2,529,065.00	2014	FDOT T6311 SR 5 @ MM 11-16 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$10,854,372.88	2014	FDOT T6198 SR-5 @ KEY LARGO	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$2,776,035.00	2014	FDOT T6310 SW 57 AVE MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,475,425.23	2014	CITY OF LAUDERHILL INVERRARY BOULEVARD M & R	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Edward "Doug" Schumann, E.I. (doug.schumann@dot.state.fl.us)	305-962-4928
\$3,565,945.00	2014	CITY OF AVENTURA (COUNTRY CLUB DRIVE OUTSIDE HALF)	CITY OF AVENTURA - CAPITAL PROJECTS	Juan Martin Cala, P.E. (juncala@jandhill-fl.gov)	954-730-2960
\$3,556,167.00	2014	FDOT E6P67 DAVE BLVD BROWARD COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Antonio F. Torreal (torreal@cityofventura.com)	305-466-8923
\$3,261,976.00	2014	FDOT T6641 EUREKA DRIVE MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Timothy Butler (timothy.butler@dot.state.fl.us)	954-868-7232
\$2,649,160.00	2014	FDOT T6283 NW 36 ST MIAMI-DADE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fahang Esmailzadeh (fahang.esmailzadeh@dot.state.fl.us)	305-986-9530
\$1,109,462.69	2014	FDOT T4391 COMMERCIAL BOULEVARD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$4,513,161.50	2015	SR 112 OPEN ROAD TOLLING	GENERAL ASPHALT HALLEY ENGINEERING	Donald VanWhervin, P.E. (donald.vanwhervin@dot.state.fl.us)	954-958-7654
\$3,971,067.10	2015	FL AIRPORT 100 AVI BLVD BROWARD CO FL	GENERAL ASPHALT TUTOR PERINI	Daniel Halley (dhalley@haleys.com)	305-796-2268
\$556,561.73	2015	FDOT E6150 NW 135TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Damon Pettillo (dpettillo@perini.com)	914-490-5215
\$7,181,031.75	2015	FDOT T6314 KNIGHTS KEY MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Anthony Sabbas (anthony.sabbas@hbrinc.com)	786-542-0284
\$5,404,113.44	2015	FDOT E6146 FIESTA KEY MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$7,814,510.62	2015	FDOT T6207 US 1 MM 91 TO MM 97 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,717,455.98	2015	FDOT T6330 SR 826 & I-95 TURNPIKE CONNECTORS	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$7,303,699.31	2015	FDOT E6H54 US 1 MM 81 TO MM 84 MONROE COUNTY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jonathan Fundora, E.I. (jonathan.fundora@dot.state.fl.us)	305-640-7417
\$1,636,256.57	2015	FDOT T6387 NE 6TH AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,424,298.88	2015	FDOT T6370 NE 125TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Colin W. Johnson (colin.johnson@dot.state.fl.us)	305-640-7108
\$1,177,973.56	2015	FDOT E6133 TRUMAN AVENUE (KEY WEST)	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roland A. Rodriguez, P.E. (roland@camahan-proctor.com)	305-345-0696
\$7,041,348.64	2015	FDOT T6362 NW 27TH AVENUE & NW 75TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$2,004,376.47	2016	MDCPWAM CRANDON BOULEVARD	MIAMI DADE PUBLIC WORKS	Bernon Atola (berola@mdcpwam.com)	786-367-4674
\$2,962,819.56	2016	FDOT T6341 BISCAYNE BOULEVARD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Joquin A. Rabassa, P.E. (jra@miamidade.gov)	305-375-4338
\$425,597.00	2016	CITY OF AVENTURA NE 20TH STREET MILLING & RESURFACING	CITY OF AVENTURA - CAPITAL PROJECTS	Melissa De Zayas (melissa.dezayas@dot.state.fl.us)	305-962-3527
\$113,940.92	2016	FDOT T6187 TURNPIKE POMPANO OPERATIONS CENTER PARK LOT	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Antonio F. Torreal (torreal@cityofventura.com)	305-466-8923
\$213,917.00	2016	FDOT T6183 I-75 TOLL BOOTH	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jaime Gomez (jaime.gomez@dot.state.fl.us)	954-934-1131
\$2,723,932.22	2016	MDCAD OPALOCKA AIRPORT	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Karl Pyles (karpyles@kwardstone.com)	239-234-5044
\$318,495.75	2016	FORT LAUDERDALE EXECUTIVE AIRPORT - TAXIWAY SIERRA	CITY OF FORT LAUDERDALE	Montalvo, Alejandro (Aviation) AMONTALVO@miamiami-airport.com	786-593-1352
\$5,437,906.27	2016	FDOT T1496 SR - 90	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Thomas Wooley thomas.wooley@kwardstone.com	239-771-3671


\$13,310,903.41	2016	FDOT 76320 ROOSEVELT BLVD, KEY WEST	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,224,484.32	2016	FDOT 88P4 TURNPIKE CRACK REPAIR	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roxanne Riggs (Roxanne.riggs@dot.state.fl.us)	954-774-0696
\$873,359.82	2016	FDOT 56198 KROME AVENUE (SMALL)	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benjamin, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$167,957.01	2016	CITY OF TAMARAC CITYWIDE RESURFACING	CITY OF TAMARAC	Alan Lam Alan.Lam@tamrac.org	954-397-3707
\$1,564,757.21	2016	FDOT 84R33 PEMBROKE ROAD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Philippi, Maureen Maureen.Phillips@dot.state.fl.us	954-298-8360
\$17,639,627.69	2016	FDOT 76393 KROME AVENUE 1	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$2,674,953.21	2016	FDOT 76379 NW 72ND AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$4,757,844.53	2017	FDOT 6084 SR-5 OVERSEAS HWY - ISLAMORADA	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$27,305,163.64	2017	FDOT 76396 KROME AVENUE 2	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$335,842.50	2017	CITY OF AVVENTURA NE 20TH STREET MILLING & RESURFACING 2	CITY OF AVVENTURA - CAPITAL PROJECTS	Antonio F. Tomei (tomei@cityofavventura.com)	305-466-8923
\$197,500.00	2017	OCEAN REEF SUNRISE BRIDGE PHASE 1	OCEAN REEF COMMUNITY ASSOCIATION	Jeff Oelthjen (jeff.oelthjen@oceanreef.com)	305-522-1706
\$264,187.00	2017	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#7)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$59,391.20	2017	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#6)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$1,977,411.60	2017	CITY OF BELLE GLADES MUNICIPAL AIRPORT	CITY OF BELLE GLADES	Tom O'Donnell Tom.O'Donnell@kimley-horn.com	954-710-7178
\$180,691.71	2017	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#8)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$772,389.38	2017	NORTH PERRY AIRPORT BROWARD CO FL TAXIWAY PAPA	BROWARD COUNTY		
\$139,550.14	2017	CITY OF AVVENTURA NE 27TH AVENUE & NE 28TH COURT	CITY OF AVVENTURA - CAPITAL PROJECTS	Antonio F. Tomei (tomei@cityofavventura.com)	305-466-8923
\$34,475.00	2017	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#9)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$179,799.57	2017	CITY OF AVVENTURA NE 29TH STREET & NE 30TH AVENUE	CITY OF AVVENTURA - CAPITAL PROJECTS	Antonio F. Tomei (tomei@cityofavventura.com)	305-466-8923
\$4,345,793.99	2017	FDOT 66K55 FLAGLER STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-522-1706
\$241,999.98	2017	OCEAN REEF SUNRISE BRIDGE PHASE 2	OCEAN REEF COMMUNITY ASSOCIATION	Jeff Oelthjen (jeff.oelthjen@oceanreef.com)	305-522-1706
\$366,186.74	2018	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#10)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$1,261,748.12	2018	FDOT 56K22 I-95 @ MIAMI GARDENS	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Badri, Dru Dru.Badri@dot.state.fl.us	305-401-1560
\$50,328.00	2018	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#12)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$116,547.20	2018	TOWN OF BAY HARBOR ISLAND ROADWAY RESURFACING	TOWN OF BAY HARBOR ISLAND	Randy L. Daniel, P.E. (rdaniel@bayharborislands-fl.gov)	305-435-7248
\$1,064,750.09	2018	FDOT 79018 WEAVER STATION	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Carl Francois cfraucis@cmelhaeng.com	407-421-4489
\$36,763,242.51	2018	FDOT 76388 KROME AVENUE 3	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$2,079,392.92	2018	FDOT 64R55 FLAMINGO ROAD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Nemati, Erik <Erik.Nemati@dot.state.fl.us>	954-299-6441
\$9,950,362.76	2018	KEY WEST INTERNATIONAL AIRPORT RUNWAY 9-27	MONROE COUNTY	Emis, Lisa Lisa.Emis@jacobson.com	352-339-0271
\$68,262.00	2018	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#11)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$3,083,040.81	2018	FDOT 56196 OVERSEAS HWY. MARATHON	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,144,206.15	2018	FDOT 76426 BIRD ROAD @ SW 57TH AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$9,517,904.76	2018	FDOT 24R63 HILLSBORO BLVD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Schweiger, David David.Schweiger@dot.state.fl.us	954-940-7522
\$197,298.46	2018	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#14)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$1,390,630.21	2018	FDOT 56L19 US-1 @ SW 176TH STREET	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	305-525-4976
\$40,167.20	2018	FORT LAUDERDALE INTERNATIONAL AIRPORT (PO#13)	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$2,021,788.99	2018	KEY LARGO DRAINAGE IMPROVEMENTS	MONROE COUNTY	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$1,889,821.94	2018	FORT LAUDERDALE EXECUTIVE AIRPORT - TAXIWAY FOXFROT	CITY OF FORT LAUDERDALE	Tom O'Donnell Tom.O'Donnell@kimley-horn.com	305-710-7178
\$4,764,894.57	2018	FDOT 76390 COLLINS AVENUE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Badri, Dru Dru.Badri@dot.state.fl.us	305-401-1560
\$49,600.00	2018	FDOT 76390 COLLINS AVENUE (EXTRA NMB)	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Badri, Dru Dru.Badri@dot.state.fl.us	305-401-1560
\$1,065,528.97	2018	FDOT 76428 SUNSET DRIVE	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Fundora, Jonathan A. (Jonathan.Fundora@dot.state.fl.us)	305-962-3653
\$142,000.00	2018	OCEAN REEF SUNRISE BRIDGE PHASE 3	OCEAN REEF COMMUNITY ASSOCIATION	Jeff Oelthjen (jeff.oelthjen@oceanreef.com)	305-522-1706
\$1,355,188.48	2018	MIAMI-DADE 17005 ROADWAY RESURFACING	MIAMI-DADE COUNTY PUBLIC WORKS	Rabassa, Joaquin (JTPW) Joaquin.Rabassa@miamidade.gov	305-299-9822
\$1,815,065.17	2018	FDOT 56K67 OVERSEAS HWY BIG PINE KEY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-775-6949
\$83,598.20	2018	FDOT 56K70 PALMETTO EXPRESSWAY	CITY OF FORT LAUDERDALE	Gasser Dounge GDounge@broward.org	954-817-0555
\$917,874.24	2019	FDOT 56L17 BIRD ROAD @ US-1	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Badri, Dru Dru.Badri@dot.state.fl.us	305-401-1560
\$555,700.64	2019	FDOT 74465 SR7 @ GLADES ROAD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Benisartu, Andres Andres Benisartu@dot.state.fl.us	954-235-7565
\$6,805,104.17	2019	FDOT 74465 SR7 @ GLADES ROAD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Rohan Gardner rgardner@easonconsult.com	954-335-1529
\$3,649,016.05	2019	BC5141 DAVIE ROAD EXTENSION	BROWARD COUNTY	Muzicka, Thomas TMUZICKA@broward.org	305-469-6916
\$1,812,746.69	2019	KENDALL ROADWAY IMPROVEMENTS	VILLAGE OF PINECREST	Mark Spaniolli (PFW) mspaniolli@pinecrest-fl.gov	954-775-6949
\$4,074,967.23	2019	FDOT 66K75 OVERSEAS HWY OLDJOE KEY	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Jacki Hart, P.E. (jacki.hart@rsandh.com)	954-774-0696
\$987,509.09	2019	FDOT 66R36 TURNPIKE NB EVACUATION	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Roxanne Riggs (Roxanne.riggs@dot.state.fl.us)	954-774-0696
\$3,823,722.68	2019	FDOT 74474 PALMETTO PARK ROAD	GENERAL ASPHALT FLORIDA DEPT OF TRANS	Gandjei, Khosrow <Khosrow.Gandjei@dot.state.fl.us>	561-531-3877

REFERENCE SHEET

In order to receive Bid Award consideration on the proposed bid, it is mandatory that the following "Information Sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): General Asphalt Co., LLC
ADDRESS: 4850 NW 72nd Ave. Miami FL 33166 TELEPHONE NO: (305) 592-3480
CONTACT PERSON: Daniel Sanchez TITLE: Estimator
NUMBER OF YEARS IN BUSINESS: 59 Years
ADDRESS OF NEAREST FACILITY: 4850 NW 72nd Ave Miami FL 33166

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: Please see Attached 
Address: _____
Contact Person: _____ Title: _____
Phone: _____
2. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Phone: _____
3. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Phone: _____

REFERENCES:

1. Name of Firm or Agency: RS&H
Address: 3100 Overseas Hwy
City/State/Zip: Marathon, FL 33050
Contact: Jacki Hart Title: P.E.
Telephone: 954-755-6949 Email: jacki.hart@rsandh.com
Scope of Work: Mill & Resurface/ Roadway Reconstruction
2. Name of Firm or Agency: City of Aventura
Address: 19200 W Country Club Drive
City/State/Zip: Aventura, FL 33180
Contact: Tony Tomei Title: City Manager
Telephone: 305-466-8900 Email: tomeit@cityofaventura.com
Scope of Work: Mill & Resurface/ Roadway Reconstruction
3. Name of Firm or Agency: FDOT District 6
Address: 1773 NE 205th Street
City/State/Zip: North Miami Beach
Contact: Joan Fabian Title: P.E. / Project Oversight III
Telephone: 305-968-4921 Email: joan.fabian@dot.state.fl.us
Scope of Work: Mill & Resurface/ Roadway Reconstruction
4. Name of Firm or Agency: Miami-Dade Aviation
Address: P.O. Box 025504
City/State/Zip: Miami, FL 33102
Contact: Miguel Riera Title: P.E./Engineer 3
Telephone: 305-8760596 Email: mriera@miami-airport.com
Scope of Work: Roadway, Taxiway, Runway Asphalt Paving
5. Name of Firm or Agency: Broward County Aviation
Address: 2200 SW 45th Street
City/State/Zip: Dania Beach, FL 33312
Contact: Gasser Douge Title: P.E.
Telephone: 954-359-6973 Email: gdouge@broward.org
Scope of Work: Roadway, Taxiway, Runway Asphalt Paving



GENERAL ASPHALT CO., INC.
CREDIT REFERENCES
TRADE REFERENCES

4850 NW 72 Avenue
Miami, Florida 33166
Phone: (305) 592-3480
Fax: (305) 477-4675

CREDIT REFERENCES

RETRANCA TRUCKING & EQUIPMENT
1280 SW 26TH AVENUE
SUITE # 4
FT LAUDERDALE, FL 33312
954-581-6613
ATTN: ANGEL

MARIANI ASPHALT
5201 CAUSEWAY BLVD
TAMPA, FL 33619
ATTN: DENISE HODGEN
1-813-623-3941

WHITE ROCK QUARRIES, INC.
P. O. BOX 15065
WEST PALM BEACH, FL. 33416
1 - (305) - 822 - 5322

MARATHON ASHLAND PETROLEUM LLC
1000 ASHLAND DR STE 201
ASHLAND KT 41101-7057
ATTN: STANLEY J. SMUNTY
606-326-2553
606-326-2549 (FAX)

SDI QUARRY
9350 S DIXIE HIGHWAY # 1250
MIAMI, FL 33156
305-670-9610
305-670-6787 (FAX)

TRADE REFERENCES

HORIZON CONTRACTORS, INC.
8175 WEST 32ND AVENUE
HIALEAH, FL 33018
1-305-828-2050
ATTN: MR. JOEY SANCHEZ

KIEWIT INFRASTRUCTURE GROUP
13680 SW 5TH STREET SUITE130
SUNRISE FL 33325
ATTN: TONY LITVINAS (954-835-2228)

CONDOTTE AMERICA, INC.
7590 NW 12 STREET
MIAMI, FL 33126
ATTN: ANDRES MENDOZA (786-955-2305)

BANK REFERENCES
ALSO DOES EQUIPMENT FINANCE

TD BANK
3885 NW 107 AVE
DORAL, FL 33178
JOUBER OLIVERAS, VICE-PRESIDENT – BRANCH MANGER (305-499-5011)
CLIVE COLLINS, VICE PRESIDENT – SENIOR LOAN OFFICER (305-441-5641)
ESTHER MORENO, ASSISTANT TO MR. COLLINS (786-437-2407)
ACCT NUMBER “4292076663” REGULAR CHECKING

BONDING COMPANY

NIELSON, HOOVER & COMPANY, INC.
8000 GOVERNORS SQ. BLVD SUITE 101
MIAMI LAKES, FL 33016
ATTN: MR. CHARLES NIELSON
305-722-2663
BONDED WITH LIBERTY MUTUAL INSURANCE COMPANY

EQUIPMENT FINANCE

WELLS FARGO EQUIPMENT FINANCE, INC.
733 MARQUETTE AVENUE, SUITE 700
MAC N9306-070
MINNEAPOLIS, MN 55402
LOCAL REP: CHUCK SAXTON ORLANDO, FL 407-375-1054 (CELL)

GENERAL ASPHALT CO., INC.
GENERAL INFORMATION

COMPANY NAME:	GENERAL ASPHALT CO., INC.
ADDRESS	4850 NW 72 AVE., MIAMI, FLORIDA 33166
PHONE	1 - 305 - 592 - 3480
FAX	1 - 305 - 477 - 4675
TYPE OF BUSINESS	HOT AND COLD MIX ASPHALT PAVING MATERIAL MANUFACTURE AND PLACING OF MATERIALS
	STATE OF FLORIDA CORPORATION
ESTABLISHED	JANUARY 1966
PRESIDENT	ROBERT A. LOPEZ
VICE-PRESIDENTS	ALBERT J. LOPEZ ROB A. LOPEZ, JR
ASSIST SECRETARY/CONTROLLER	CURTIS SIMPSON
SALES TAX	WE ARE NOT SALES TAX EXEMPT
FEDERAL ID #	59-1115297

SIGNATURE

DATE

NON-COLLUSIVE AFFIDAVIT FOR NO. 2025-002

State of Florida) County of Miami-Dade

Robert Lopez being first duly sworn, deposes and says that:

He/she is the Executive Chairman, (Owner, Partner, Officer, Representative or Agent) of General Asphalt Co., LLC, the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Witness



Witness

By



Robert Lopez

Printed Name

Executive Chairman

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR NO. 2025-002

State of Florida
County of Miami-Dade

On this the 30TH day of January, 20 25, before me by means of ✓ physical presence or _____
online notarization, the undersigned Notary Public of the State of Florida, personally appeared

Robert Lopez

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that
he/she/they executed it.

WITNESS my hand and
official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp, or Type as
Commissioned)

- ☒ Personally known to me, or
☐ Produced identification:

N/A
(Type of Identification Produced)

☒ DID take an oath, or ☐ DID NOT take an oath

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

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 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 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) business 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 convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____

DATE: _____

01/30/25

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: 

DATE: 01/30/25

PERFORMANCE BOND

The public should take notice:

That we, _____ as Contractor and _____ as Surety, are held and firmly bound unto the City of Margate, Florida hereinafter called City in the sum of (\$_____) dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Bid Documents entitled:

BID NO. 2025-002 - NW 27th Street Drainage Improvements

NOW, THEREFORE, if the said Contractor shall fully and faithfully perform all the requirements of said Bid Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Bid Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Bid Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 20____

(CONTRACTOR)

(SURETY)

BY: _____ BY: _____
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 20____

NOTARY PUBLIC: _____

PAYMENT BOND

The public should take notice:

That we _____ as Contractor and _____ as Surety, are held and firmly bound unto the City of Margate, Florida, hereinafter called "City", in the sum of (\$_____) dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

BID NO. 2025-002 - NW 27th Street Drainage Improvements

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 20____

(CONTRACTOR)

(SURETY)

By: _____ By: _____
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 20____

NOTARY PUBLIC: _____

**CITY OF MARGATE
STATEMENT OF NO BID**

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: **2025-002**

Bid Description: **NW 27th Street Drainage Improvements**

For the following reason:

- ☐ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- ☐ 2. Insufficient time to respond to invitation.
- ☐ 3. We do not offer this commodity/service or equivalent.
- ☐ 4. Our product/service schedule would not permit us to perform.
- ☐ 5. Unable to meet specifications.
- ☐ 6. Unable to meet bonding requirements.
- ☐ 7. Specifications unclear (Explain below).
- ☐ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: General Asphalt Co., LLC

SIGNATURE: 

PRINTED NAME: Robert Lopez

TITLE: Executive Chairman DATE: 01/30/25

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**CITY OF MARGATE
E-VERIFY FORM**

Project Name:	NW 27 TH Street Drainage Improvements
Project No.:	2025-002

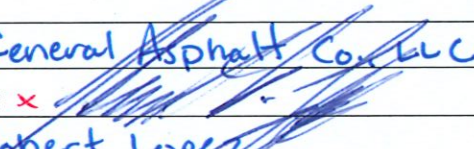
Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

Company Name:	General Asphalt Co. LLC
Authorized Signature:	
Print Name:	Robert Lopez
Title	Executive Chairman
Date:	01/30/25
Phone:	(305) 592-3480
Email:	Rob@generalasphalt.com
Website:	www.generalasphalt.com



My Company Account

My Company Profile

Company Information

Company Name

GENERAL ASPHALT CO., LLC

Doing Business As (DBA)

Company ID

13819

Enrollment Date

03/31/2005

Employer ID Number

591115297

DUNS Number

032504037

Total Number of Employees

100 to 499

NAICS Code

324

Sector

Manufacturing

Subsector

Petroleum and Coal Products Manufacturing

[Edit Company Information](#)

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

[Edit Employer Category](#)

Company Locations

Physical Address

4850 NW 72 AVE.
MIAMI, FL 33166

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: General Asphalt Co., LLC ("Vendor")

Vendor FEIN: 59-1115297

Address: 4850 NW 72nd Avenue

City: Miami State: FL Zip: 33166

Phone number: (305) 592-3480 Email Address: Rob@generalasphalt.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: X  _____
Authorized Signature

Print Name and Title: Robert Lopez, Executive Chairman

Date: 01/30/25

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. General Asphalt Co., LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: Robert Lopez

Title: Executive Chairman

Witness #2 Print Name: _____

Entity Name: General Asphalt Co., LLC

OATH OR AFFIRMATION

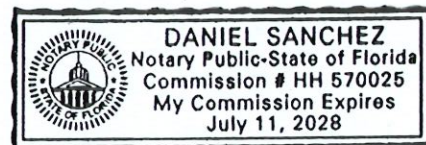
State of Florida

County of Miami Dade

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30 day of January, 2025, by Robert Lopez (name of person) as Executive Chairman (type of authority) for General Asphalt Co., LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☒ Did take an oath; or
☐ Did not take an oath





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Producer Name	PHONE (A/C, No, Ext):	FAX (A/C, No):
Producer Address	E-MAIL ADDRESS:	
Producer Phone Number	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Carrier A	12345
INSURED	INSURER B:	
Contractor or Subcontractor Name	INSURER C:	
Contractor or Subcontractor Address	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Environmental Pollution Liability	X		Policy Number	10/01/2023	09/30/2024	MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number	10/01/2023	09/30/2024	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate shall be included as an additional insured on the Commercial General Liability policy, as required by the agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Margate
5790 Margate Blvd.
Margate, FL 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): 515-223-6813 E-MAIL: stritz@holmesmurphy.com ADDRESS:	FAX (A/C, No):
INSURED General Asphalt Co, LLC 4850 NW 72nd Avenue Miami, FL 33166	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Charter Oak Fire Insurance Company INSURER C: Travelers Property Casualty Co. America INSURER D: Great American Insurance Company INSURER E: INSURER F:	NAIC # 25658 25615 25674 16691

COVERAGES

CERTIFICATE NUMBER: 1776951295

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VTC2KCO7W348539IND24	2/1/2024	2/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		VTC2JCAP7W348527TIL24	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP7W3485402625	2/1/2024	2/1/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB4X6420982325K	11/1/2023	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability		TUE025052412	2/1/2024	2/1/2025	Each Occurrence 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kari Cooley</i>

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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

LOPEZ, ROBERT ADOLF JR

GENERAL ASPHALT CO., INC.
4850 NW 72ND AVENUE
MIAMI FL 33166

LICENSE NUMBER: CGC1522723

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

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