



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH

13TH STREET AND AVENUE "R" TRAFFIC CIRCLE PROJECT

BID No. 1052-21-4

Issue Date: September 13, 2021

Due Date: October 14, 2021 at 3:00 p.m.

Publish: September 15, 2021 Palm Beach Post
Publish: September 13, 2021 www.rivierabeach.org / www.demandstar.com



GENERAL INFORMATION

GENERAL CONDITIONS:

- A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the designated contact person for the project.
- B. Payments will not be made for partial work.
- C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.
- D. Prices submitted in regards to this bid shall include, but not be limited to all necessary manpower, equipment, permits, cranes, materials, specialized building materials, manufacturer's representation (if needed), temporary storage facilities and all other work as specified in the plans and specifications (attached).

SITE CONDITIONS:

- A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.
- B. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner's satisfaction at the contractor's expense.
- C. Contractor to provide all necessary pedestrian and traffic control devices at all times during the performance of the contract.
- D. Contractor is responsible for the handling and storing of all materials delivered to the site.

SPECIAL REQUIREMENTS:

- A. The contractor must be licensed to work in the State of Florida and Palm Beach County. **Submit documentation of this with bid.**
- B. Proof of Insurability and the ability to meet insurance requirements, as listed is required in this bid package. **Provide a copy of insurance with bid.** (An Insurance Certificate naming the City as additional insured is not required until notice of award has been issued.)
- C. The contractor shall direct its personnel in the execution of the work.
- D. Municipalities and other governmental entities may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by Contractor and the City. (None of the participating governmental entities shall be deemed to be a party to any contract executed by and between any other governmental entity and the Contractor as a result of this procurement action.)

WARRANTY:

Warranty work shall be corrected by the contractor at no additional cost to the City. Warranty period shall begin on the date the project is completed as evidenced by the building permit signed as "final inspection". The date of the successful passing of the final inspection shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

1. Workmanship warranty shall be one (1) year.
2. Standard Manufacturer's warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document.

BID No. 1052-21-4 13th Street and Avenue R Traffic Circle Project

Reasonable shipping times for parts and equipment will be considered.

AWARD CRITERIA

The award shall be to the responsive and responsible lowest bidder meeting the written specifications and the minimum qualifications of experience, competency, and price.

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work for at least five (5) or more years. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Riviera Beach.

FURTHER INFORMATION

Service work schedules shall be coordinated with Project Manager before any work is started.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of Procurement or designee.

Project work schedules shall be coordinated with the City Engineer, Terrence Bailey before any work is started.

POINT OF CONTACT

Please refer procurement/procedural questions to Glendora Williams, Buyer at gwilliams@rivierabeach.org

CODE REQUIREMENTS

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

CONDUCT OF EMPLOYEES

All employees of the contractor shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the contractor by the public, they are to acknowledge, record, and pass on to the City's contact person if unable to reply.

SUPERVISION AND INSPECTIONS

The Contractor shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the Contractor will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed.

The City reserves the right to withhold payments for any work, which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

EQUIPMENT AND PERSONNEL

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the City once City personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR

Pursuant to the provision of Florida Statutes 218.735(6), as may be amended, when a prime contractor receives payment from the City for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor's receipt of payment.

When a subcontractor receives payment from a prime contractor for labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor's receipt of payment from the prime contractor.

PAYMENT/PERFORMANCE BOND:

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount for any bid in excess of \$100,000.00.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes Section 255.05, covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858. The bonds must be recorded in the official records of Palm Beach County prior to any work commencing.

INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

PERMITS AND FEES

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The Contractor shall include the cost for all permits in the contractor's base bid.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

CONTRACT:

The Procurement Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract.

The Contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the City.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

CONTRACT AMOUNT:

Prices quoted in the bid will be considered firm for each type work to be performed.

SUBCONTRACTING:

After award and prior to start of work the Contractor shall submit a listing of all subcontractor(s), if any, and the portion of the contract they will perform. If subcontractor(s) are stated, this does not relieve the Contractor from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the City.

PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices shall be itemized and include the City purchase order number and the contractor invoice number.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

CONE OF SILENCE

No entity filing a BID shall through their principal, attorneys, or agents contact the City Council for the purposes of discussing any aspect of this BID for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council. **Any action in violation of this provision shall be cause for disqualification from participation in this BID.**

NON-COLLUSION STATEMENT

By signing its Bid, the bidder certifies that its Bid is made independently and free from collusion. Bidder shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this proposer.

Failure of a bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

SMALL BUSINESS ENTERPRISE (SBE)

The City has a goal for Small Business Enterprises (SBE) participation of fifteen percent (15%) for City procurement of construction, professional services and other commodities. Failure to satisfy this requirement will result in a bid disqualification.

The City defines Small Business Enterprises as such, a business which has been certified by the State of Florida, The Palm Beach County Office of Small Business Assistance, or other County or State governmental agencies and is an independently owned and operated for profit business concern organized to engage in commercial transactions.

When evaluating competitive bids of up to five hundred thousand dollars (\$500,000) in which the apparent low bidder is determined to be nonresponsive to SBE requirements, the contract shall be awarded to the low bidder responsive to SBE requirements, or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, as long as the bid does not exceed the low bid amount by five percent (5%).

In cases where the low bid exceeds five hundred thousand dollars (\$500,000) the contract shall be awarded to the low bidder who is responsive to the SBE requirements. In the event there are no bidders responsive to the SBE requirements, the contract shall be awarded to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, provided that such bid does not exceed the low bid amount by more than fifty thousand dollars (\$50,000).

LOCAL VENDOR PREFERENCE

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder, which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical

address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The bidder shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the city to pay more than \$25,000.00 above the amount proposed by the non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

INCENTIVE FOR CONTRACTORS WHO SUB-CONTRACT AT LEAST 25% OF CONTRACT WITH LOCAL BUSINESSES

If no Riviera Beach Company submits a bid, preference will be given to non-local businesses, which submit bids/proposals that utilize local Riviera Beach businesses for at least 25% of the contract award amount.

The City qualifies a local business as a bidder who has a permanent, physical place of business within the City limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service are not verifiable and shall not be used for the purpose of establishing said physical address.

RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into with the bidder as justification for termination.

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SCOPE OF WORK

1. PROJECT DESCRIPTION/BACKGROUND:

- a. The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully **construct a new traffic circle in an existing intersection, demolition of asphalt, concrete, and landscaping, installation of paver bricks, asphaltic pavement, concrete sidewalks, concrete curb and gutter, and water meter box, inlet, manhole adjustments, stripping and signage, and sod** and all other elements as indicated on the associated plans and specifications. The contractor shall be responsible for protection of all irrigation. The contractor shall be responsible for restoration of pavement and sodding of all disturbed areas. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.
- b. The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.
- c. The contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.
- d. Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor's responsibility.
- e. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.
- f. Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
- g. The contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- h. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.
- i. The contract time for this solicitation shall be for **45 days** from issuance of Purchase Order/Notice to Proceed to Project Substantial Completion. The contractor work shall Finally Complete with an additional **15 calendar days** from Substantial Completion. Total Calendar days shall be **60 days** unless specifically indicated in the origination of the requisition.
- j. The successful bidder, in order to be considered responsive must possess the appropriate licenses.

2. CONTRACT DURATION:

Notice to Proceed: After Execution of Agreement, the City and the Contractor shall agree to a Notice-to-Proceed date. The City will issue written notification of the Notice-to-Proceed date.

Contract Duration: The total contract duration for this project shall be for 60 days or until completion of the project.

BID OPENING DATE:

Bids will be received until **10/14/2021 3:00 PM** at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. **Due to Covid19, bids will not be opened and publicly read aloud in the Council Chambers on the specified date and time.** Bid results will be posted within 72 hours to the City's website. No bids will be accepted after the time and date specified. The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

INQUIRIES/QUESTIONS DEADLINE:

All inquiries shall be in written format and addressed to Glendora Williams:

Procurement Department
1481 West 15th Street
Riviera Beach, FL 33404
Email: gwilliams@rivierabeach.org

The last day to submit questions concerning this BID shall be **9/24/2021 by 3:00 p.m.** Questions received after this time will not be answered.

PROCUREMENT SCHEDULE

Event	Date
Date ITB Issued	September 13, 2021
Due Date for Questions	September 24, 2021
Responses to Questions	September 30, 2021
ITB Due Date	October 14, 2021

THE RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide and safeguard all labor management, supervision, materials, components, tools and equipment at work site.

The Contractor shall be responsible for securing all required permits including Application and Payment for City of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City policies and rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

The Contractor shall provide a supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the City Contact Person.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the City. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the Project Manager immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The City may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base bid.

If operations performed during the day are deemed by the Project Manager to be disruptive then operations shall cease and continue after 5:00pm.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

INSURANCE INFORMATION

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and effect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent contractor, personal injury)	\$1,000,000 per occurrence \$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident
\$1,000,000 disease each employee \$1,000,000 disease policy limit	
Professional Liability Insurance	\$1,000,000 per occurrence

The successful proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The policies shall name the City of Riviera Utility Special District as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract.

All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than A VII by A.M. BEST RATING, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

**City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabch.com**

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following checklist:

- Bidder's Certification Page Signed and Notarized
- Invitation to Bid Cost Proposal, including Unit Price and Total price completed. Total Amount of Bid Entered on Invitation to Bid Cover Sheet.
- All required forms
- Bid Envelope prepared as specified
- It is the bidder's responsibility to contact the Procurement Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.

REQUEST FOR INFORMATION FORM

ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING.

(PLEASE EMAIL GLENDORA WILLIAMS @ gvwilliams@rivierabeach.org WE WILL RESPOND AS SOON AS POSSIBLE.)

ITB # 1052-21-4

Date: 10/14/2021

Contact Person Samuel J. Almazan

Business Name Almazan Construction

Business Address 2771 Vista Parkway, Unit F6,

Business City, State, Zip West Palm Beach, FL 33411

Office No.: 561-812-3672

Fax No: _____

ATTACHMENT "A"

REQUIRED FORMS

IN ADDITION TO THE BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

- 1) BIDDER'S CERTIFICATION
- 2) BID COST PROPOSAL
- 3) BID BOND
- 4) CONTRACTOR VERIFICATION FORM (including licensing, corporation and certifications)
- 5) STATEMENT FROM SURETY
- 6) ADDENDUM PAGE
- 7) REFERENCES
- 8) DRUG FREE WORKPLACE
- 9) PUBLIC ENTITY CRIMES STATEMENT
- 10) SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
- 11) SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS SUB- CONTRACTORS
- 12) SCHEDULE 3- LOCAL BUSINESS PARTICIPATION
- 13) SCHEDULE 4 – LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
- 14) BID BOND

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BIDS IN ACCORDANCE WITH THE INSTRUCTION SHEET ON PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOU NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING YOUR QUALIFICATION TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Almazan Construction
NAME OF BUSINESS

salmazan@almazanconstruction.com
E-MAIL ADDRESS

BY:

SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this _____
day of, 20____.

Samuel J. Almazan / President
PRINTED NAME AND TITLE

2771 Vista Parkway, Unit F6,
MAILING ADDRESS

West Palm Beach, FL 33411

CITY, STATE, ZIP CODE

561-812-3672
TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

PERSONALLY KNOWN _____

OR PRODUCED

IDENTIFICATION _____

TYPE: _____

EXHIBIT 'B' - BID COST PROPOSAL

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		
2	Mobilization	1	LS	\$	\$
3	Maintenance of Traffic	1	LS	\$	\$
4	Permit Fees	1	AL	\$1000	\$
5	Professional Audio/Visual of Construction Site	1	LS	\$	\$
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	\$
	General Subtotal				\$
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	\$	\$
8	Removal of Roadway Signs	3	EA	\$	\$
9	Removal of Existing Curb and Gutter	597	LF	\$	\$
10	Removal of Existing Asphalt	1302	SY	\$	\$
	Demolition Subtotal				\$
	ROADWAY			\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	\$	\$
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	\$	\$
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	\$	\$
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	\$	\$
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	\$	\$
16	Install Type 'E' Curb	90	LF	\$	\$
17	Install Type 'F' Curb and Gutter	600	LF	\$	\$
18	Install Paver Brick	69	SY	\$	\$
19	Install Asphalt (1-inch)	1302	SY	\$	\$
20	Solid White Special Emphasis Crosswalk Lines	120	LF	\$	\$
21	6" Solid Yellow Edge Line	186	LF	\$	\$
22	Install Traffic Sign (Per Post)	16	EA	\$	\$
23	6" White 2' to 4' Skip Guide Lines	84	LF	\$	\$
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	\$	\$
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	\$	\$
26	Install Bahia Sod	330	SY	\$	\$
	Roadway Subtotal				\$
Contractor's Total Bid				TOTAL	\$

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

As Obligee, hereinafter called the Obligee, in the sum of _____

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

_____ **(project)**

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the IFB or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ **day of** _____, **20** _____.

Witnesses:

Principal _____ **(seal)**

By: _____
(Title)

For: _____
(Surety) (seal)

By: _____

STATEMENT FROM SURETY

Attach a letter of intent from a surety company indicating the applicant's ability to be bonded for projects up to \$1,000,000. The surety company must be licensed to do business in the State of Florida, must have an A.M. best rating of "A", and a required financial size of "VII". Firms selected shall maintain, during the life of the contract, workman's compensation, architect's commercial liability coverage, and automobile liability for company vehicles.

Note: The City reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the City may obtain through any means that bears on the issue of responsibility.

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Request to Qualify (indicate number and date of each):

Addendum No. One Dated 9/28/2021


Addendum No. Two Dated 9/14/2021

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Almazan Construction

COMPANY



SIGNATURE

President

TITLE

REFERENCES

Bidder shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number. **(At least two (2) references should be a local, county, state, or federal entity, other than the City of Riviera Beach)**

Additionally, contractors should submit a copy of their professional license as required by paragraph 37 of the General Terms and Conditions of the IFB.

Name: <u>Town of Hypoluxo</u>	Name: <u>Burkhardt Construction</u>
Address: <u>7580 S. Federal Hwy, Hypoluxo, FL 33462</u>	Address: <u>1400 Alabama Ave., West Palm Beach, FL</u>
Tel. No.: <u>561-582-0155</u>	Tel. No.: <u>561-659-1400</u>
Fax No.: _____	Fax No.: _____
Email: <u>dgualtieri@hypoluxo.org</u>	Email: <u>vince@burkhardtconstruction.com</u>
Contact: <u>Dixie Gualtieri</u>	Contact: <u>Vince Burkhardt</u>
Name: <u>Seacoast Utilities</u>	Name: <u>Palm Beach County</u>
Address: <u>4200 Hood Road, PBG, FL 33410</u>	Address: <u>2300 N. Jog Road, West Palm Beach, FL 33411</u>
Tel. No.: <u>561-627-2900</u>	Tel. No.: <u>561-684-4180</u>
Fax No: _____	Fax No.: _____
Email: <u>bweidenhamer@sua.com</u>	Email: <u>soneil@pbc.gov</u>
Contact: <u>Brent Weidenhamer</u>	Contact: <u>Stephen O'Neil</u>

FAILURE TO SUBMIT WITH BID PACKAGE WILL MAKE BIDDER NON RESPONSIVE

DRUG FREE WORKPLACE

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 by the State or by any political subdivision for the procurement of commodities or contractual services, 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. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program. 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 the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by Samuel J. Almazan the
(INDIVIDUAL'S NAME)

President of Almazan Construction
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

10/14/2021
DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that 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 on a contract to provide any 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 or 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 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Almazan Construction

Firm Name



Signature

Samuel J. Almazan / President

Name & Title (Print or Type)

West Palm Beach, FL 33411

SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: 13th Street and Avenue R Traffic R Circle

BID NUMBER: 152-21-4

NAME OF PRIME BIDDER: Almazan Construction

BID OPENING DATE: 10/14/2021

CONTACT PERSON: Samuel J. Almazan **TELEPHONE NO.** 561-812-3672

DEPARTMENT: Sales - Estimating

CONTRACT AMOUNT – SBE

	<u>NAME, ADDRESS & TELEPHONE NUMBER OF SBE CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>CERTIFICATION</u>
1.	<u>Almazan Construction</u> <u>2771 Vista Parkway, Unit F6, West Palm Beach, FL 33411</u>	<u>Demilition, Asphalt, Milling, Concrete</u>	<u>PALM BEACH COUNTY</u> <input checked="" type="checkbox"/> <u>STATE</u> _____ <u>OTHER</u> _____
2.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____
3.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____
4.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____
5.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ 214,046.95

TOTAL % PARTICIPATION: 93%

SCHEDULE 2

BID NUMBER: 1052-21-4

LIAISON: Almazan Construction

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: Almazan Construction
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

a individual a corporation a partnership a joint venture

The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):
Demolition, Earthwork, Excavation, Water, Milling, Asphalt Paving, Concrete, Pavers, Hauling

as the following price: \$ 200,000.00
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

DATE: 10/14/2021

(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR) Almazan Construction

BY: 
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-2

SCHEDULE 3

PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%

BID TITLE: _____ **BID NUMBER:** _____

NAME OF PRIME BIDDER: _____ **BID OPENING DATE:** _____

CONTACT PERSON: _____ **TELEPHONE NO.:** _____ **DEPARTMENT:** _____

CONTRACT AMOUNT - LOCAL BUSINESSES

	<u>NAME, ADDRESS & TELEPHONE NUMBER OF LOCAL CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>% TO BE PERFORMED BY LOCAL BUSINESS</u>	<u>ESTIMATED DOLLAR VALUE</u>
1.	_____ _____ _____	_____ _____ _____	_____ _____ _____ %	\$ _____ \$ _____ \$ _____
2.	_____ _____ _____	_____ _____ _____	_____ _____ _____ %	\$ _____ \$ _____ \$ _____
3.	_____ _____ _____	_____ _____ _____	_____ _____ _____ %	\$ _____ \$ _____ \$ _____
4.	_____ _____ _____	_____ _____ _____	_____ _____ _____ %	\$ _____ \$ _____ \$ _____
5.	_____ _____ _____	_____ _____ _____	_____ _____ _____ %	\$ _____ \$ _____ \$ _____
TOTAL:			_____ %	\$ _____

TO BE COMPLETED BY PRIME BIDDER:

BID PRICE: \$ _____ **TOTAL % PARTICIPATION:** _____

SCHEDULE 4

BID NUMBER: 1052-21-4

LIAISON: Almazan Construction

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: Almazan Construction
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

an individual a corporation a partnership a joint venture

The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Demolition, Earthwork, Excavation, Water, Milling, Asphalt Paving, Concrete, Pavers, Hauling

as the following price: \$ 200,000.00
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>

_____ % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

Almazan Construction
(NAME OF LOCAL CONTRACTOR)

BY: 
(SIGNATURE OF LOCAL CONTRACTOR)

DATE: 10/14/2020

SCH-4



"The Best Waterfront City in Which to Live, Work And Play."

**BID #1052-21-4 13TH STREET TRAFFIC CIRCLE PROJECT
ADDENDUM NO. 1**

TO: ALL PROPOSERS
FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. ONE
DATE: SEPTEMBER 14, 2021
CC: GENERAL PUBLIC

NOTICE: The purpose of this Addendum is to provide Bid Cost Proposal sheets. All other terms and conditions of the solicitation remain unchanged.

GENERAL INFORMATION:

1. **ADD: EXHIBIT 'B' - BID COST PROPOSAL 13TH STREET AND AVENUE "R" TRAFFIC CIRCLES & BID COST PROPOSAL 13TH STREET AND AVENUE "T" TRAFFIC CIRCLES**

SPECIFICATION:

PLANSHEETS:

EXHIBIT 'B' - BID COST PROPOSAL

13th STREET AND AVENUE "R"

TRAFFIC CIRCLES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS	\$3,470.00	\$3,470.00
2	Mobilization	1	LS	\$ 2,650.00	\$2,650.00
3	Maintenance of Traffic	1	LS	\$ 4,775.00	\$4,775.00
4	Permit Fees	1	AL	\$1000	\$ 1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$ 350.00	\$350.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$2,665.00	\$2,665.00
	General Subtotal				\$ 14,910.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	\$ 25.95	\$7,759.05
8	Removal of Roadway Signs	3	EA	\$ 90.00	\$270.00
9	Removal of Existing Curb and Gutter	597	LF	\$ 17.80	\$10,626.60
10	Removal of Existing Asphalt	1302	SY	\$ 4.55	\$5,924.10
	Demolition Subtotal				\$24,579.75
	ROADWAY				
				\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	\$ 40.45	\$12,094.55
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	\$ 885.00	\$8,850.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	\$ 620.00	\$620.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	\$ 1,095.00	\$ 2,190.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	\$ 490.00	\$ 1,960.00
16	Install Type 'E' Curb	90	LF	\$ 33.75	\$3,037.50
17	Install Type 'F' Curb and Gutter	600	LF	\$ 31.80	\$19,080.00
18	Install Paver Brick	69	SY	\$ 79.20	\$5,464.80
19	Install Asphalt (1-inch)	1302	SY	\$ 8.10	\$10,546.20
20	Solid White Special Emphasis Crosswalk Lines	120	LF	\$ 5.50	\$660.00
21	6" Solid Yellow Edge Line	186	LF	\$ 1.10	\$204.60
22	Install Traffic Sign (Per Post)	16	EA	\$ 330.00	\$5,280.00
23	6" White 2' to 4' Skip Guide Lines	84	LF	\$ 1.10	\$92.40
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	\$	\$1,584.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	\$ 2.20	\$ 448.80
26	Install Bahia Sod	330	SY	\$12.95	\$4,273.50
	Roadway Subtotal				\$76,386.35
Contractor's Total Bid – Avenue "R"				TOTAL	\$ 115,876.10

EXHIBIT 'B' - BID COST PROPOSAL

13th STREET AND AVENUE "T"

TRAFFIC CIRCLES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS	\$2,940.00	\$2,940.00
2	Mobilization	1	LS	\$ 2,650.00	\$2,650.00
3	Maintenance of Traffic	1	LS	\$ 4,775.00	\$4,775.00
4	Permit Fees	1	AL	\$1000	\$ 1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$ 350.00	\$ 350.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$ 2,665.00	\$2,665.00
	General Subtotal				\$ 14,380.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	249	SY	\$ 25.95	\$6,461.55
8	Removal of Roadway Signs	3	EA	\$ 90.00	\$270.00
9	Removal of Existing Curb and Gutter	498	LF	\$ 17.80	\$8,864.40
10	Removal of Existing Asphalt	1085	SY	\$ 4.55	\$4,936.75
	Demolition Subtotal				\$20,537.70
	ROADWAY				
				\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	249	SY	\$ 40.45	\$10,072.05
12	Construct Sidewalk Curb Ramp w/Truncated Domes	8	EA	\$ 885.00	\$7,080.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	\$ 620.00	\$620.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	\$ 1,095.00	\$ 2,190.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	3	EA	\$ 490.00	\$ 1,470.00
16	Install Type 'E' Curb	75	LF	\$ 33.75	\$2,531.25
17	Install Type 'F' Curb and Gutter	500	LF	\$ 31.80	\$15,900.00
18	Install Paver Brick	58	SY	\$ 79.20	\$4,593.60
19	Install Asphalt (1-inch)	1085	SY	\$ 8.10	\$8,788.50
20	Solid White Special Emphasis Crosswalk Lines	100	LF	\$ 5.50	\$550.00
21	6" Solid Yellow Edge Line	155	LF	\$ 1.10	\$170.50
22	Install Traffic Sign (Per Post)	12	EA	\$ 330.00	\$3,960.00
23	6" White 2' to 4' Skip Guide Lines	70	LF	\$ 1.10	\$77.00
24	12"X18" White Yield Triangles at 24" O.C.	60	LF	\$ 22.00	\$1,320.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	170	LF	\$ 2.20	\$ 374.00
26	Install Bahia Sod	275	SY	\$ 12.95	\$3,561.25
	Roadway Subtotal				\$63,258.15
Contractor's Total Bid – Avenue "T"				TOTAL	\$98,170.85

Addendum No. 1 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Thursday, October 14, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Glendora Williams, Buyer
1481 West 15th Street
Riviera Beach, FL 33404
gvwilliams@rivierabeach.org

Almazan Construction

NAME OF COMPANY



BIDDER'S SIGNATURE

DATE: 10/14/2021



"The Best Waterfront City in Which to Live, Work And Play."

**BID #1052-21-4 13TH STREET TRAFFIC CIRCLE
ADDENDUM NO. 2**

TO: ALL PROPOSERS
FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT
SUBJECT: ADDENDUM NO. TWO – BID #1052-21-4
DATE: SEPTEMBER 28, 2021
CC: GENERAL PUBLIC

NOTICE: The purpose of this Addendum is to address Requests for Information (RFIs) and provide written responses. All other terms and conditions of the solicitation remain unchanged.

GENERAL INFORMATION:

QUESTIONS AND ANSWERS:

1. The contract drawings for the aforementioned project, call for on Pages PGD-1, PGD-2 and detail page DET-1 (5 Mini Traffic Circle Section), Stamp Concrete. However, item 18 on the Bid Cost Proposal sheets calls for Brick Pavers. Please clarify as soon as possible, in order to complete the bidding process.


Answer: The median shall be paver brick. (See attached specs)

Addendum No. 2 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Thursday, October 14, 2021**. For information on this solicitation, please contact:

Glendora Williams,
Interim Senior Procurement Specialist
1481 West 15th Street
Riviera Beach, FL 33404
gwilliams@rivierabeach.org

Almazan Construction

NAME OF COMPANY



BIDDER'S SIGNATURE

DATE: 10/14/2021

PART I - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. The work covered by this section shall include the furnishing of all labor, equipment, services, materials, products and tests to perform all operations in connection with the construction of new interlocking concrete and/or brick pavers as shown on the plans, defined in these specifications, and subject to the terms and conditions of this contract.

1.03 RELATED WORK

- A. Construction plans

1.04 REFERENCE STANDARDS

- A. All codes, as referenced herein are specified in Section 01090, "Reference Standards".
- B. Commercial Standards:

ASTM C 33	Specification for Concrete Aggregates
ASTM C 136	Method for Sieve Analysis for Fine and Coarse Aggregate
ASTM C 140	Sampling and Testing Concrete Masonry Units
ASTM C 144	Standard Specification for Aggregate for Masonry Mortar
ASTM C 936	Specification for Solid Interlocking Concrete Paving Units
ASTM C 979	Specification for Pigments for Integrally Colored Concrete
ASTM D 698	Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 pound (2.49 kg) Rammer and 12 inch (305 mm) Drop
ASTM D 1557	Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10 pound (4.54 kg) Rammer and 18 inch. (457 mm) Drop
ASTM D 2940	Graded Aggregate Material for Bases or Subbases for Highways or Airports
ICPI	Technical Specifications & Technical Bulletins

**SECTION 02780
PAVERS**

1.05 QUALITY ASSURANCE

- A. Installation shall be by a contractor and crew with at least one year of continuous experience in placing interlocking compressed concrete/brick paver units on projects of similar nature or dollar cost within the State of Florida.
- B. Contractor shall hold current Basic Level Certificate from the Interlocking Concrete Pavement Institute contractor certification program.
- C. Contractor shall conform to all local, state/provincial licensing and bonding requirements.

1.06 SUBMITTALS

- A. Shop or product drawings, and product data
- B. Full size samples of concrete paving units to indicate color and shape selections. Color will be selected by ENGINEER from manufacturer's available colors.
- C. Sieve analysis for grading of bedding and joint sand
- D. Test results from an independent testing laboratory for compliance of paving unit requirements to ASTM C 9361 or other applicable requirements
- E. Manufacturer's certification of concrete pavers by ICPI as having passed applicable ASTM Standards.
- F. Indicate layout, pattern, and relationship of paving joints to fixtures and project formed details

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver concrete/brick paver units to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by fork lift or clamp lift. Unload paver units at job site in such a manner that no damage occurs to the product.
- B. Cover sand with secured waterproof covering to prevent exposure to rainfall or removal by wind.
- C. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.

1.08 ENVIRONMENTAL CONDITIONS

- A. Do not install sand or pavers during heavy rain or snowfall.
- B. Do not install sand and pavers over frozen base materials.
- C. Do not install frozen sand.

PART 2 - PRODUCTS

2.01 CONCRETE PAVERS

- A. Supplied by 'Paver Module' or approved equal manufacturer who is a member of the Interlocking Concrete Pavement Institute (ICPI). Any approved equal must be approved by the OWNER for style and color.
 - 1. Tri-Lock 4 ½ inch X 9 inch X 3 1/8 inch as per manufacturers catalog
 - 2. Color to be selected by Owner.
- B. Meet the following requirements set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units:
 - 1. Average compressive strength of 8,000 psi with no individual unit under 7,200 psi
 - 2. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C 140.
 - 3. Resistance to 50 freeze-thaw cycles when tested according to ASTM C 67
- C. Pigment shall conform to ASTM C 979

2.02 BEDDING AND JOINT SAND

- A. Clean, non-plastic, free from deleterious or foreign matter, natural or manufactured from crushed rock. Do not use limestone screenings or stone dust that do not conform to the grading requirements in Table 1. When concrete pavers are subject to vehicular traffic, the sands shall be as hard as practically available.
- B. Sieve according to ASTM C 136
- C. The bedding sand shall conform to the grading requirements of as shown in Table 1:

Table 1 - Grading Requirements for Bedding Sand (ASTM C-33)

<u>Sieve Size</u>	<u>% Passing</u>
3/8 in.	100
No. 4	95 to 100
No. 8	85 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

- D. The joint sand shall conform to the grading requirements as shown in Table 2 below:

**SECTION 02780
PAVERS**

Table 2 - Grading Requirements for Joint Sand (ASTM C-144)

<u>Seive Size</u>	<u>Natural Sand % Passing</u>	<u>Manufactured Sand % Passing</u>
No. 4	100	100
No. 8	95 to 100	95 to 100
No. 16	70 to 100	70 to 100
No. 30	40 to 75	40 to 100
No. 50	10 to 35	20 to 40
No. 100	2 to 15	10 to 25
No. 200	0	0 to 10

2.03 EDGE RESTRAINTS

- A. Edge restraints shall be cast in place concrete in accordance with Section 03300

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that subgrade preparation, compacted density, and elevations conform to the specifications.
- B. Verify that geotextiles, if applicable, have been placed according to specifications and drawings.
- C. Verify that aggregate base materials, thickness, compaction, surface tolerances, and elevations conform to the specifications.
- D. Verify location, type, installation and elevations of edge restraints around the perimeter area to be paved
- E. Verify that base is a dry, uniform, even surface at proper grade elevation.

3.02 INSTALLATION

- A. Spread the bedding sand evenly over the base course and screed to a nominal 1 inch (25 mm) thickness, not exceeding 1-1/2 inch (40 mm) thickness. The screeded sand should not be disturbed. Place sufficient sand to stay ahead of the laid pavers. Do not use the bedding sand to fill depressions in the base surface.
- B. Ensure that pavers are free of foreign material before installation.
- C. Place the pavers in the pattern(s) as shown on the drawings. Maintain straight pattern lines.
- D. Joints between the pavers on average shall be between 1/16 inch and 3/16 inch (2 mm to 5 mm) wide.
- E. Fill gaps at the edges of the paved area with cut pavers or edge units.

**SECTION 02780
PAVERS**

- F. Cut pavers to be placed along the edge with a double blade paver splitter or masonry saw.
- G. Use a low amplitude, high frequency plate vibrator capable of at least 5,000 lbf (22 kN) compaction at a frequency of 75 Hz. - 100 Hz.
- H. Vibrate the pavers, sweeping dry joint sand into the joints and vibrating until they are full. This will require at least two or three passes with the vibrator. Do not vibrate within 3 foot (1 m) of the unrestrained edges of the paving units.
- I. All work to within 3 foot of the laying face must be left fully compacted with sand-filled joints at the end of each day. Cover the laying face with plastic sheets overnight if not closed with cut and compacted pavers.
- J. Sweep off excess sand when the job is complete.
- K. The final surface elevations shall not deviate more than 3/8 inch (10 mm) under a 10 foot (3 m) long straightedge.
- L. The surface elevation of pavers shall be 1/8 to 1/4 inch (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

3.03 FIELD QUALITY CONTROL

- A. After removal of excess sand, check final elevations for conformance to the drawings.

END OF SECTION 02780

**SECTION 02780
PAVERS**

13th Street Traffic Circles
CMA Project No. 221.025

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

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).

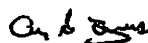
PRODUCER ZERVOS GROUP INC 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME: PHONE (A/C, No, Ext): 248 355-4411		FAX (A/C, No): 248 355-2175
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED ALMAZAN CONSTRUCTION LLC 2771 Vista Pkwy Ste F6 West Palm Beach, FL 33411-2736	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company		20508
	INSURER B: Continental Insurance Company		35289
	INSURER C: National Fire Insurance Co. Har		20478
	INSURER D:		
	INSURER E:		

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	X	X	6080687702	05/17/2021	05/17/2022	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$15,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> X,C,U						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$		
C	AUTOMOBILE LIABILITY	X	X	6080687666	05/17/2021	05/17/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	6080687697	05/17/2021	05/17/2022	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$5,000,000
	DEDUCTIBLE							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	6080687683	05/17/2021	05/17/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A	Limited Pollution			6080687702	05/17/2021	05/17/2022	\$1MM/\$2MM	
A	Leased/Rent Equip			6080687702	05/17/2021	05/17/2022	Limit: \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The School Board Of Palm Beach County is an additional insured as respects to General and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and (See Attached Descriptions)

CERTIFICATE HOLDER The School Board Of Palm Beach County 3300 Forest Hill Blvd, West Palm Beach, FL 33406	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 
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DESCRIPTIONS (Continued from Page 1)

noncontributory when required by written contract. Waiver of Subrogation in favor of additional insureds as respects to General, Automobile Liability, and Workers Compensation when required by written contract. All of the above is subject to the terms, conditions, and exclusions of the policy.



Ron DeSantis, Governor

Halsey Beshears, 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

ALMAZAN, SAMUEL JUAN

ALMAZAN CONSTRUCTION LLC
2771 VISTA PARKWAY
UNIT F6
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC1527111

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



Palm Beach County
Board of County
Commissioners

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



August 3, 2019

Almazan Construction, LLC
Mr. Samuel Almazan
2771 Vista Parkway
Suite F6
West Palm Beach, FL 33411

Dear Mr. Almazan:

The Palm Beach County Office of Equal Business Opportunity has completed its review of the documents you submitted for certification and is pleased to announce that your firm has been certified for: **NIGP CODE: (91219) Clearing & Grubbing; (91223) Construction General Backfill, Digging, Ditching; (91240) Demolition; (91244) Excavation Services; (91273) Paver Block Installation; (91319) Construction Curb & Gutter; (91345) Construction Sewer & Storm Drain; (91347) Construction Sidewalk & Driveway; (91360) Construction Water System; (91371) Construction Services Maintenance/Repair Highway & Roads, Asphalt Removal; (91375) Construction Services Maintenance/Repair Parking Lots & Alleys; (91382) Construction Services Maintenance/Repair Sidewalk & Driveway Including Removal; (91394) Construction Services Maintenance/Repair Paving & Resurfacing Parking Lots & Alleys; (91395) Construction Services Maintenance/Repair Paving & Resurfacing Highway and Road; (96239) Hauling Services; (96784) Transport Equipment; and (98832) Grading: Parking Lots, Etc.,** as a Small Minority Business Enterprise (SMBE) for three (3) years, **expiring August 2, 2022.** You will not receive SBE consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.



August 3, 2019
Almazan Construction, LLC
Page 2 of 2

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of **Almazan Construction, LLC** with vendor code: **VS0000011267**.

Sincerely,

A handwritten signature in blue ink that reads "Vicky L. Cronell".

Vicky L. Cronell
Small Business Development Specialist I
Office of Equal Business Opportunity

MODIFIED

***Palm Beach County
Office of Equal Business Opportunity***

Certifies That

**Almazan Construction, LLC
Vendor # VS0000011267**

*is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.30 of the
Palm Beach County Code for a three year period from November 17, 2020 to August 2, 2022*

The following Services and/or Products are covered under this certification:

Clearing & Grubbing; Construction General Backfill, Digging, Ditching; Demolition; Excavation Services; Paver Block Installation; Construction Curb & Gutter; Construction Sewer & Storm Drain; Construction Sidewalk & Driveway; Construction Water System; Construction Services Maint/Repair Highway and Roads, Asphalt Removal; Construction Services Maint/Repair Parking Lots and Alleys; Construction Services Maint/Repair Sidewalk and Driveway Including Removal; Construction Services Maint/Repair Paving and Resurfacing Parking Lots and Alleys; Construction Services Maint/Repair Paving and Resurfacing Highway and Road; Hauling Services; Transport Equipment; Grading: Parking Lots, Etc.; Construction Consulting; Construction Management Services; Project Management Services; and Milling Services: Asphalt, Grain, Cottonseed, Vegetable, etc.

Palm Beach County Board of County Commissioners

Dave Kerner , Mayor
Robert S. Weinroth, Vice Mayor
Maria D. Marino
Greg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

Assistant County Administrator

Jon Van Arnam



Allen F. Gray, Manager
November 17, 2020



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Almazan Construction, LLC

As Principal, hereinafter called the Principal, and Old Republic Surety Company

A corporation duly organized under the laws of the State of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

As Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid (5% of amount bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

13TH STREET AND AVENUE "R" TRAFFIC CIRCLE PROJECT BID No. 1052-21-4 (project)

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the IFB or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2021.

Witnesses:

Nelson Mantey

Phyllis

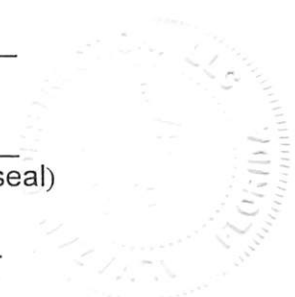
Almazan Construction, LLC

Principal (seal)

By: *SA*
(Title)

For: Old Republic Surety Company
(Surety) (seal)

By: *AGZ*
Angelo G. Zervos, Attorney-in-Fact



FOR BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Alvinson Company, Inc.

As Principal, hereinafter called the Principal, and Oil Refining Supply Company

A corporation duly organized under the laws of the State of Wisconsin as Surety hereinafter called the Surety, are held and firmly bound unto the City of River Falls, 600 W. Blue Haven Blvd. River Falls, WI 54904

As Obligee, hereinafter called the Obligee, in the sum of Five thousand and no/100 dollars

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, jointly by these presents.

WHEREAS, the said Principal has submitted a bid for

_____ (Project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the RFP or Contract Document, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty (total) between the amount specified in said bid and such labor and material for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Witness my hand and seal this 14th day of October, 2021.

Witness:

Principal

Alvinson Company, Inc.

(Seal)

BY

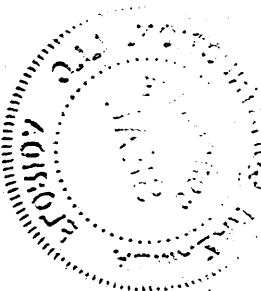
(Title)

For Oil Refining Supply Company

(Seal)

BY

Angela G. Zivov, Secretary





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: GUS E. ZERVOS, STEPHEN M. ZERVOS, DAVID C. LANGE, ANGELO G. ZERVOS, MICHAEL G. ZERVOS, DONALD W. BURDEN of SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of December, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of December, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5195



Signed and sealed at the City of Brookfield, WI this 14th day of October, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ZERVOS GROUP, INC.