

RECEIVED  
MAR 07 2019



**CITY OF OAKLAND PARK**  
**3650 NE 12<sup>th</sup> Avenue**  
**Oakland Park, FL 33334**

**AGREEMENT to Supply and install asphalt speed humps as needed**

This AGREEMENT, made this 13 day of December, 2018, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and Weekley Asphalt Paving located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide materials needed and installation of asphalt speed humps

All terms, conditions, and provisions of the Invitation to Bid # **110918** are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be from date of execution for a period of 3 consecutive years. If mutually agreed upon, this contract may be renewed for three additional two year terms .

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

*R.2018.177*

#### ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

#### ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid # 110918 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

#### ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

## ARTICLE VII

### Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

**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**

**Renee M. Shrout, CMC  
City Clerk  
City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334  
954-630-4298**

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Daniel D. Weekley, President, on behalf of Weekley Asphalt Paving, Inc.,  
Print Name and Title Company Name

certify that Weekley Asphalt Paving, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Weekley Asphalt Paving, Inc.  
COMPANY NAME

  
SIGNATURE


Daniel D. Weekley  
PRINT NAME

President  
TITLE

**AGREEMENT:**

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.


**ATTEST:**

  
Renee M. Shreut, City Clerk

(SEAL)

  
David Hebert, City Manager

  
WITNESS (as to CONTRACTOR)

  
WITNESS (as to CONTRACTOR)

  
Daniel D. Weekley, President

Weekley Asphalt Paving, Inc.  
CONTRACTOR

**ADDRESS:**

20701 Stirling Road

Pembroke Pines, FL 33016

**PHONE:** 954-680-8005



**CITY OF OAKLAND PARK**

**INVITATION TO BID**

**ITB# 110918**

**ASPHALTIC CONCRETE SPEED HUMP CONSTRUCTION**

**CITY OF OAKLAND PARK**  
**FINANCIAL SERVICES/PURCHASING DIVISION**  
**3650 NE 12 AVE**  
**OAKLAND PARK, FL. 33334**  
**PHONE: 954-630-4257**  
**FAX: 954-630-4265**  
**E-MAIL: [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov)**

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

1. **GENERAL:** For information concerning procedures for responding to this Invitation to Bid (ITB), refer to the title page of the document for contact information, such contact is to be for procedure clarification purposes only. Bid documents are available for download via DemandStar.com. **Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.**
2. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions, must be made in writing, to Maggie Turner, Purchasing Manager, via e-mail at [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov) Requests must be made prior to the deadline as listed in the timeline section of this ITB. Additional information will only be transmitted via a written addendum.
3. **PRICE:** The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the bidder is responsible for herein and all facilities and the performance of all labor and services, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.
4. **INSURANCE REQUIREMENTS:** The bidder will be required to furnish evidence of the following insurance coverage by a licensed Florida Company that has at least a "BEST" rating of "A".
  - A. Without limiting any of the other obligations or liabilities of proposer, bidder will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverage set forth herein.
  - B. Workers compensation insurance to apply for all employees of the contractor, sub contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
  - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;
  - D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;
  - E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
  - F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for



proposer; or acts or omissions of City concerning general supervision of such operation.

G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty-days (30) notice of cancellation and/or restriction.

5. PROOF OF CARRIAGE OF INSURANCE: The bidder will furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
6. BIDDER'S EXPERIENCE RECORD: The City will have the right to investigate the financial condition, experience record, and equipment of each bidder and determine to its satisfaction the competency of each to undertake the project. The bidder will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, bidder should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
7. TERM OF AGREEMENT: The initial Contract shall be three years (3). The City shall have the option to extend the Contract for three (3) additional two -year (2) periods, at terms and conditions mutually acceptable to both parties. Award of any contract is contingent upon appropriation of sufficient budgeted funds.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

8. CONTRACT AWARD : The City anticipates entering into a contract with the Bidder who submits the bid judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The Bidder understands that this ITB does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until bids are reviewed and accepted by appointed staff, the best bid has been identified, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.

9. ANNUAL APPROPRIATION OF FUNDS: Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.
10. VENUE: Any agreement resulting from this RFP shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.
11. POSTPONEMENT OF DATE FOR SUBMITTING BIDS: The City reserves the right to extend the date for the receipt of bids and will give ample notice of any such postponement to each

prospective bidder.

12. **RIGHT TO WAIVE AND REJECT:** The City Commission, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Commission, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the Commission, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

The City of Oakland Park City Commission reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable State contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the City.

The City Commission specifically reserves the right to reject any conditional bid and will normally reject those which made it impossible to determine the true cost of the bid.

13. **DISQUALIFICATION OF BIDDERS:** Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
- F. Default under previous contract.

14. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT** Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made

without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

15. DOMESTIC PARTNER BENEFITS REQUIREMENT: Effective November 7, 2012, Ordinance 2012-28, an ordinance requiring City contractors to provide equal benefits for domestic partners, was passed. The ordinance requires that all Contractors, with 25 or more employees contracting with the City of Oakland Park in an amount over \$100,000 provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the ordinance.
16. PUBLIC RECORDS: The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
  - C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

**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**

**Renee M. Shrout, CMC  
City Clerk**

**City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334  
954-630-4298**

**renees@oaklandparkfl.gov**

17. **INDEMNIFICATION:** The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

18. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
19. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
20. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this RFP places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the

Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.

21. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.
22. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

23. **SCRUTINIZED COMPANIES LIST:** In accordance with Florida Statue 287.135, as amended, principals or owners 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 are prohibited from submitting a bid, proposal or response to a solicitation for goods or services.

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 engaged in business operations in Syria.

24. **ITB PROCESS TIMELINE:** The anticipated timeline for this ITB is as follows. All dates are tentative and subject to change.

ITB Released	10/17/18
Last date for submission of questions	10/26/18 (4:00 PM)
Addendum issued (if necessary)	10/29/18
Bids due	11/09/18 (2:30 PM)
Contract Start Date	01/01/19

25. **BID SUBMISSION DEADLINE AND OPENING** Sealed bids will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EDT, November 9, 2018. The bids will be opened and read aloud shortly thereafter. One (1) electronic DVD/ or flash-drive copy, one (1) original and two (2) copies of bids must be presented in a sealed envelope and identified with the following information: "**SPEED HUMPS ITB # 110918**". The City of Oakland Park reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

## **SECTION II**

### **SCOPE OF WORK/ SPECIFICATIONS**

**GENERAL:** The work consists of furnishing all labor, materials, equipment and incidentals for constructing speed humps and installing advance warning signs in the City. The speed humps shall be constructed of asphaltic concrete at various locations. The speed humps shall conform to the shapes detailed per drawings on Detailed Specification attachment. All work and materials shall be in accordance with the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Oakland Park, including any revisions, except where stated otherwise herein.

**WORK SCHEDULING:** The work will be scheduled by Work Orders for different increments or jobs by the City Engineer, at various times and places. Any one job may be comprised of several speed humps in one or a number of localities. The minimum number of speed humps in any job will not be less than two. The minimum number of signs in any job will not be less than two. The sequence of the work shall be carried out in accordance with the Engineer's instructions or those of the designated City representative.

An Engineering Division letter of notification will be given to the Contractor via U.S. mail containing a Location Drawing and description of work to be done. This form will be the authorization to start work. The Contractor shall begin each authorized portion of work within ten (10) working days of notification. Prior to actual start of construction activities, contractor shall clearly mark the proposed location of the speed humps on street (in erasable paint or chalk) and leave for a period of 1 week so that City can determine

if there are any objections to the proposed location. Upon notification, and prior to beginning work, the Contractor shall tell the Engineer the number of working days that will be required to complete the authorized work unless the Work Order states the number of days allowed for the completion of the work and provide a schedule for approval. The work shall be completed within the number of working days agreed to by the Engineer and Contractor, subject to extensions allowed by the Engineer due to unfavorable weather or other allowable causes substantiated by the Contractor.

The working hours are 7:00 a.m. to 7:00 p.m. Monday through Friday only. Once the Contractor starts work on a Work Order, he shall remain on the job for the necessary number of consecutive working days to complete the work. The Engineering Inspection Supervisor shall determine when the work is complete. Leaving a job prior to the completion of a Work Order shall subject the Contractor to liquidated damages for each day off the job.

**TRAFFIC MAINTENANCE:** Maintenance of traffic shall be in accordance with the applicable standards of the "Manual of Uniform Traffic Control Devices."

The Contractor shall be responsible to provide a Maintenance of Traffic plan and/or temporary Traffic Modification Permit before any work proceeds.

Maintenance of traffic plans shall be prepared by a certified worksite traffic supervisor.

**PROCEDURE:** The work shall be performed in the following manner:

1. Templates for the type of speed hump to be constructed, TRRL or flattop, must be used at all times in the construction of the work. The Contractor must provide two (2) profile templates and a check template for each of the speed hump configurations. The templates must be sturdily fabricated and approved by the City representative prior to starting any work. Templates must be maintained in good condition and must be replaced if they become deteriorated or distorted. Work will not be permitted to proceed without the use of approved templates.
2. The check templates must be constructed very accurately, as they serve as a means of verification of the newly built work. The profile shall not vary by more than 1/16-inch from specified height dimensions. At its discretion, the City may use other means for checking newly constructed speed humps, such as coring for asphalt thickness and survey elevations.
3. Where speed humps of the same profile, but of different height, are to be constructed, separate templates must nonetheless be provided, corresponding to the different heights.
4. (Optional) The Contractor shall install the permanent Advance Warning Signs for speed humps for each location prior to starting work on installing speed humps. The signs must be covered until the first hump is installed. Signs shall be field-located by the Engineer or his representative.
5. Flaggers shall be present and directing traffic at all times that work in the roadway is taking place. Traffic control barrels, cones and warning signs shall be placed at all work areas to provide a safe maintenance of traffic. All workers must be provided with and must wear roadway safety vests.
6. The Contractor shall sawcut, but not excavate, all of the required keyway slot areas for a job before starting any speed hump installation work. The Contractor shall not excavate more than one keyway (leading edges) in advance of speed hump installations. Keyway excavation shall be made to a depth of 1-inch to 2-inches. Over-excavated keyways shall be filled in with asphaltic concrete to obtain the proper depth and prevent damage to passing cars. During construction of the hump, the first lift of asphalt should encompass the keyways.



7. All loose material, dust, dirt and all foreign material which could prevent proper bond with the existing surface shall be removed from the work area. Keyways shall be swept clean.
8. A tack coat shall be applied to the pavement surfaces.
9. Speed humps shall be constructed on one-half of the roadway at a time. Traffic shall be maintained on the other part of the roadway at all times. The speed humps shall be constructed in two approximate equal lifts. The first lift shall be compacted by a tandem steel roller prior to the installation of the second lift. Trucks carrying asphaltic concrete for the speed humps shall have the asphaltic concrete covered at all times in order to retain the temperature of the mix. The City representative may reject any truck that has, in his judgment, an inadequate cover.
10. The Contractor shall clean the work site. Construction debris shall not be allowed to accumulate. All construction debris must be removed from the work site daily.
11. Speed humps shall be temporarily striped on the day they are installed. Permanent striping shall be done between 30 and 45 days after installation of the speed humps.

**ASPHALTIC CONCRETE:** The asphaltic concrete material to be placed under this Contract shall be Florida Department of Transportation (FDOT) Type S-III

The material shall conform to the requirements set forth in the FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, Current Edition.

The asphalt load receipts received from the asphalt plant shall be submitted to the City Inspector for verification of the type of asphalt.

**COMPACTING SPEED HUMPS:** Use a tandem steel-wheeled roller weighing between 5 and 12 tons. The roller shall pass over every portion of each course of the hump at least five (5) times. Each pass shall overlap the previous pass by half the width of the rollerwheel. The motion of the roller shall be slow enough to avoid displacement of the mixture. Any displacement shall be corrected at once by the use of rakes and the addition of fresh mixture, if required. Final rolling shall be continued until all roller marks are eliminated.

**SURFACE REQUIREMENTS:** The Contractor shall be responsible for obtaining a smooth surface, free of irregularities. The finished surface shall be of uniform texture and compaction.

**ACCEPTANCE TESTING FOR SURFACE TOLERANCE:** The surface of the finished speed hump shall conform to the required dimensions as measured by the approved check templates. A tolerance of minus-1/4-inch to plus-1/2-inch will be allowed, but the maximum variation must not exceed 1/2-inch. The Contractor's personnel shall measure the speed hump with the template at the direction of the City Inspector or Engineer.

**CORRECTING UNACCEPTABLE SPEED HUMPS:** Correction shall be made by removing and replacing the speed hump with another in its place, built to the proper dimensions. The entire speed hump must be removed and the key re-established before constructing a replacement. The cost of all corrective work shall be borne by the Contractor.

**TEMPORARY STRIPING:** The Contractor shall provide temporary pavement markings. The Contractor shall be responsible for all measurements, string marking locations and alignment.



The Contractor shall take all necessary precautions for the protection of the paint and the safety of the public during paint installation and drying.

**PERMANENT STRIPING:** The Contractor shall install permanent pavement markings. The minimum thickness of thermoplastic lines shall not be less than 0.09-inches.

The Contractor shall be responsible for all measurements, string marking locations and alignment. The Contractor shall take all necessary precautions for the protection of the paint and the safety of the public during striping installation and drying.

**CONTRACT RENEWAL:** The City shall have the option to renew the Contract for three (3) additional two (2) year periods. Additional year price increases shall be based on the construction cost index. Award of any contract is contingent upon appropriation of sufficient budgeted funds. Renewal of this Contract would require that work be performed at the unit prices shown in the Proposal, or at mutually agreed upon adjustments in the unit prices. The City may be willing to allow cost adjustments to the contractor's unit rates, as outlined below, if price increases occur in the industry. Renewal of this Contract would be subject to the appropriation of funds by the City for the work.

**COST ADJUSTMENTS:** Costs for any extension years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that of the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

**(Optional) ADVANCE WARNING SPEED HUMP SIGNS AND SIGNPOSTS:** Signs shall be made of .080-inch aluminum with a "yellow" reflectorized background and "black" legend and border. The signpost shall be galvanized steel U-channel. Mounting hardware shall be stainless steel.

### **SECTION III –** **BID DOCUMENTS**

1. Bid Form Pricing
2. Bid Submission Statement
3. Sworn Statement Regarding Public Entity Crimes
4. Non-Collusion Affidavit
5. Domestic Partnership Certification Form .
6. Scrutinized Companies Certification Form
7. References

### **BID FORM PRICING**

Acknowledgement is hereby made of the following Addenda received since issuance of ITB and Specifications:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

These items are for compensation to the Contractor for construction of speed humps including forming keyways in existing asphalt, all necessary pavement brooming, tack coat, placing and compacting asphalt to required profiles, temporary and permanent pavement striping, maintenance of traffic during construction, protection of the construction sites, site cleanup, any and all restoration to the area, and all work necessary for a complete installation.

**ITEM 1:** Asphalt flat top profile speed humps, 22-feet long by 24-feet wide. Approximately 10 – 20 Speed Humps Annually. Must include (2) temporary arrows until thermoplastic can be applied. Apply 6 feet by 6 feet by 6 feet in length thermoplastic arrows to speed hump. (two arrows per location)

BID PRICE: \$ 3,550.00 Each Speed Hump

#### **Optional Service**

**ITEM 2:** Complete assembly and installation of advance-warning speed hump signs. 30-inch x 30-inch advance warning signs, complete with 18-inch x 18-inch speed advisory signs, mounting hardware and square galvanized steel posts. The Contractor will be required to submit Shop Drawings for approval prior to fabrication of the signs. (Approximately 28 Annually)

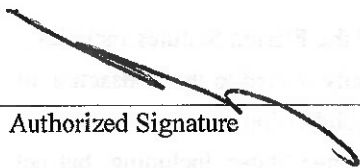
BID PRICE: \$ 445.00 Each Sign

**PAYMENT:** The unit prices contained in the proposal for work items and the measure of these items actually constructed and accepted shall serve as the basis for full compensation for all work described herein.

### **BID SUBMISSION STATEMENT**

The undersigned hereby declares that after examining the Bid Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the ITB.
- c. She/He has fully read and understands the ITB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.



Authorized Signature

Daniel D. Weekley, President

Printed Name & Title

Weekley Asphalt Paving, Inc.  
Company Name

20701 Stirling Road  
Company Address

Pembroke Pines, FL 33332  
City, State, Zip Code

11/09/2018  
Date

954-680-8005  
Phone Number

weekleyasp@aol.com  
E-mail Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this bid must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE  
PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY Broward

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder Weekley Asphalt Paving, Inc.

Business address 20701 Stirling Rd, Pembroke Pines, FL 33332

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

X Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.