



**OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE**

**DATE:** August 6, 2025 **FILE:** PR-25-203

**TO:** George R. Keller, Jr. CPPT Initial  
GRK  
City Manager

**VIA:** Adam Reichbach DS  
AR  
Assistant City Manager

**VIA:** Jovan Douglas Initial  
JD  
Assistant City Manager

**THRU:** Otis Thomas DS  
OT DS  
HT DS  
WV  
Director, Procurement and Contract Compliance

**FROM:** Joseph S. Kroll DS  
JSK  
Director, Public Works

**SUBJECT:** Recommendation to Approve a Change Order to Rooster Concrete Corp. for Blanket Purchase Agreement PA600855 for the supply and delivery of Concrete Ready Mix. The Change Order Amount is an increase of \$13,000.00 and the total amount to include the Change Order is \$273,000.00.

**ISSUE:**

Public Works Department is requesting a change order increase up to \$13,000.00 for the supply and delivery of concrete ready mix for city sidewalks and curbs, repair and maintenance. The reason for the change order is an emergency Purchase Order was requested by the City Manager and Police and issued against Blanket Purchase Agreement ("BPA") PA600855 for concrete barriers in the amount of \$42,000.00. That Purchase Order has since been closed out, thus depleting the funds from the BPA. The BPA had an initial term of one year for \$130,000.00 with three, one-year renewal options. CM Memo PR-25-056 approved the first renewal period and added an additional \$130,000.00 to the BPA for a total amount of \$260,000.00. The cumulative sum of all change orders cannot exceed 10% of the original contract value (\$13,000.00) to stay within the City Managers approval authority.

**AUTHORITY:**

**§ 38.48 CHANGE ORDERS.**

**(A) CHANGE ORDER**

*Changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto.*

*(B) City Manager's authority.*

*(1) Subject to the restrictions contained in (B)(2) below, the City Manager is authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the public interest, as follows:*

*(a) All change orders decreasing the cost of the contract to the City that do not materially alter the character of the work contemplated by the contract.*

*(b) A change order, consisting of one or more changes permitted by subsection (A) above, where the net change, taking into account both increases and decreases in cost, increases the cost of the contract to the City by an amount not in excess of \$50,000.*

*(c) A change order extending the contract completion date by not more than 90 calendar days.*

*(d) A change order comprised of administrative changes with no change in cost or completion date.*

*(e) Any change orders where the sum of all change orders and the original contract amount do not exceed \$100,000.*

*(2) Notwithstanding the provisions of (B)(1) above, the City Manager is not authorized to approve a change order under either of the following conditions:*

*(a) Where the sum of all change orders issued under the contract exceed \$100,000 or 10% of the original contract amount, whichever is less, except as authorized in §38.48(B)(1)(e) above; or*

*(b) Where the cumulative effect of all approved change orders will result in the extension of a contract completion date by more than 180 calendar days.*

Funding has been provided in the fiscal year 2025 budget for the Department of Public Works in Account Numbers 336.509901.54100.563010.001419.000.000 (\$7,529.00) and 336.509901.54100.546370.000229 (\$5,471.00).

**RECOMMENDATION:**

Change order approval in the amount of \$13,000.00 to Rooster Concrete Corp. for continued supply and delivery of Concrete Ready Mix for repair and maintenance of city sidewalks and curbs.

Signed by:

*George R. Keller, Jr. CPPT*

8/13/2025

BB25DD053047405...  
APPROVED BY: George R. Keller, Jr. CPPT  
City Manager

Date:

Attachments: BPA

Resolution No. R-2024-139

Renewal CM Memo PR-25-056

Approved Certificate of Insurance

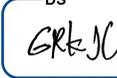


**CITY OF HOLLYWOOD, FLORIDA**  
**OFFICE OF PROCUREMENT SERVICES**



**DATE:** January 13, 2025

**FILE:** PR-25-056

**TO:** George R. Keller, Jr. CPPT <sup>DS</sup>   
City Manager

**VIA:** Adam Reichbach <sup>DS</sup>   
Assistant City Manager

**VIA:** Gus Zambrano <sup>DS</sup>   
Assistant City Manager

**THRU:** Otis Thomas <sup>DS</sup>  <sup>DS</sup>   
Director, Procurement and Contract Compliance

**FROM:** Joseph S. Kroll <sup>DS</sup>   
Director, Public Works

**SUBJECT:** Recommendation to approve the 1<sup>st</sup> renewal period; April 3, 2025 – April 2, 2026, to Rooster Concrete Corp. for concrete supply and delivery of ready-mix 3000 psi up to \$130,000.00.

**ISSUE:**

A Blanket Purchase Agreement PA600855 was approved by Resolution No. R-2024-139 on May 1, 2024, for concrete supply and delivery of ready-mix 3000 psi. The Public Works Department has a continued need for concrete supply and delivery of ready-mix 3000psi. Blanket Purchase Agreement PA600855 was approved for an Initial period April 3, 2024 – April 2, 2025 with three, one-year renewal options. Concrete supply and delivery of ready-mix 3000 psi provided by Rooster Concrete Corp. continues to be satisfactory.

**AUTHORITY:**

**§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.**

**(C) Renewals:**

*When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000, only the City Commission is authorized to*

*approve such renewals. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$250,000, the CPO shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$25,000, the CPO shall have the authority to approve or reject the renewal if it is the first, second or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal.*

Funding has been provided in the fiscal year 2025 budget for the Public Works Department in Account Number 336.509901.54100.563010.001419.000.000.

**RECOMMENDATION:**

Approval of 1<sup>st</sup> Renewal Period from April 3, 2025 – April 2, 2026, to Rooster Concrete Corp. for concrete supply and delivery of ready-mix 3000 psi up to \$130,000.00.

DocuSigned by:  
*George R. Keller Jr., CPPT*  
BB25DD053647405

1/22/2025

APPROVED BY: George R. Keller, Jr. CPPT  
City Manager

Date:

Attachments: PA600855 with Supporting Documentation

Approved Certificate of Insurance



**CITY OF HOLLYWOOD, FLORIDA**

**OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE**

**Department/Office  
Contract Renewal Evaluation Form**

<b>Date:</b> 12/4/2024	
<b>Department/Office:</b> Public Works	<b>Division/Area:</b> Streets
<b>Contact Person:</b> Daniel Maltese	<b>Title:</b> Supervisor
<b>Contact Phone Number:</b> (954) 842-5708	<b>Contact Email:</b> dmaltese@hollywoodfl.org
<b>Purchase Order/Blanket Purchase Order #:</b> PA600855	
<b>Contract Expiration Date:</b> 4/2/2025	
<b>Vendor:</b> Rooster Concrete Corp.	<b>Contact Person:</b> Yoandy Perez
<b>Contact Phone Number:</b> (786) 317-0978	<b>Contact Email:</b> roosterconcretecorp@gmail.com
<b>Good/Service:</b> Ready Mix Concrete Delivery	<b>Solicitation #:</b> IFB-163-24-05

1. How would you rate the quality of goods/services?

Excellent       Good       Satisfactory       Poor

2. How would you rate the courteousness of the vendor's personnel?

Excellent       Good       Satisfactory       Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?  
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
<b>Overall Quality</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Value</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Frequency of Contact</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Responsiveness to request(s)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon price, time and terms?

Yes     No

If no, please explain?

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5. If you contacted the vendor, were all your questions and/or issues resolved to your complete satisfaction?

Yes     No     Did not need to contact the vendor

If no, please explain?

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6. Has invoicing been timely, accurate and in accordance with the contract?

Yes  No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

Yes  No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

Rooster Concrete Corp. has given the City very good service and great material for a reasonable price.



Department/Office Director's Name:

DocuSigned by:

Joseph S Kroll

53471CE32D34456...



Department/Office Director's Signature:

DocuSigned by:

Joseph S Kroll

53471CE32D34456...

12/5/2024

tel: 954.967.4526  
fax: 954.967.4510

*Rooster Concrete Corp.*

*40 West 53<sup>rd</sup> Ter.*

*Hialeah, FL 33012*

Dear Vendor:

Our agreement for Ready Mix concrete delivery, based upon blanket purchase order PA600855 expires on 4/2/2025.

Public Works would like to renew the agreement for second of two, one (1) year renewal periods under the terms and conditions of our current agreement.

Please advise your interest in renewing this agreement by marking the appropriate response, signing and returning this correspondence.

If you were unable to renew this agreement, please explain the reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at: (954) 967-4509 if you have any questions.

A response as soon as possible would be appreciated.

Sincerely,



Robert Delorimiere

Special Projects Manager

Public Works Department

City of Hollywood, Florida

I agree:  \_\_\_\_\_

I disagree: \_\_\_\_\_

Name(Printed): *Yoandy Perez* \_\_\_\_\_

Date: *12/10/24* \_\_\_\_\_



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**Inez Murphy**

**From:** Stephanie Gardner  
**Sent:** Wednesday, December 11, 2024 11:10 AM  
**To:** Inez Murphy  
**Subject:** FW: COI for ROOSTER CONCRETE CORP  
**Attachments:** scan\_sgardner@hollywoodfl.org\_2024-03-05-14-06-20.pdf

Stephanie Gardner  
Administrative Specialist II  
City of Hollywood  
Public Works  
Environmental Services  
Office 954-967-4526  
Ext. 5513

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**From:** Certificate of Insurance <COI@hollywoodfl.org>  
**Sent:** Tuesday, March 5, 2024 2:28 PM  
**To:** Stephanie Gardner <SGARDNER@hollywoodfl.org>; Certificate of Insurance <COI@hollywoodfl.org>  
**Subject:** RE: COI for ROOSTER CONCRETE CORP

Hello,

The COIs and exemption are acceptable.

Thanks,

Stacy

**From:** Stephanie Gardner <SGARDNER@hollywoodfl.org>  
**Sent:** Tuesday, March 5, 2024 2:09 PM  
**To:** Certificate of Insurance <COI@hollywoodfl.org>  
**Subject:** COI for ROOSTER CONCRETE CORP

**Scope of service:**  
Repair, install and remove concrete / sidewalks

Stephanie Gardner  
Administrative Specialist II  
City of Hollywood  
Public Works  
Environmental Services  
Office 954-967-4526  
Ext. 5513









AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Total Insurance Systems, Inc.		<b>NAMED INSURED</b> ROOSTER CONCRETE CORP 40 W 53RD TER HIALEAH, FL 33012	
<b>POLICY NUMBER</b> 01854144			
<b>CARRIER</b> Progressive Express Insurance Company	<b>NAIC CODE</b> 10193	<b>EFFECTIVE DATE:</b> 02/25/2024	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance

**Additional Coverages**

<u>Insurance coverage(s)</u>	<u>Limits</u>
Personal Injury Protection	\$10,000 w/Workers Comp - Named Insd & Relative

**Description of Location/Vehicles/Special Items**

<u>Scheduled autos only</u>	
2005 VOLVO VHD 4V5KC9GF55N389307	
2004 STERLING TRUCK LT 2FZHAZDA34AN21220	
Comprehensive	\$5,000 Ded
Collision	\$5,000 Ded

Liability coverage may not apply to all scheduled vehicles.

**Additional Information**

Certificate holder is listed as an Additional Insured.



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**• • CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW • •**

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 2/23/2024

**EXPIRATION DATE:** 2/22/2026

**PERSON:** JULIA E NAVARRO

**EMAIL:** ROOSTERCONCRETECORP@GMAIL.COM

**FEIN:** 844743005

**BUSINESS NAME AND ADDRESS:**

ROOSTER CONCRETE CORP

40 NW 53TERR

HIALEAH, FL 33012

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to [www.myfloridalicense.com](http://www.myfloridalicense.com).

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**IMPORTANT:** Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT  
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01879886

QUESTIONS? (850) 413-1609

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

NON-CONSTRUCTION INDUSTRY EXEMPTION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA  
WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 2/23/2024

EXPIRATION DATE: 2/22/2028

PERSON: JULIA E NAVARRO

EMAIL: ROOSTERCONCRETECORP@GMAIL.COM

FEIN: 844743005

BUSINESS NAME AND ADDRESS:

ROOSTER CONCRETE CORP

40 NW 53TERR

MIALEAH, FL 33012

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DPB-FI-DWC-852 CERTIFICATE OF ELECTION TO BE EXEMPT RULE 68L-6.012, F.A.C. REVISED 01/02/23



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E01879888

QUESTIONS? (850) 413-1609



JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\*  
NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 2/23/2024

**EXPIRATION DATE:** 2/22/2026

**PERSON:** YOANDY PEREZ

**EMAIL:** ROOSTERCONCRETECORP@GMAIL.COM

**FEIN:** 844743005

**BUSINESS NAME AND ADDRESS:**

ROOSTER CONCRETE CORP

40 WEST 53 TERR,  
HIALEAH, FL 33012

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to [www.myfloridalicense.com](http://www.myfloridalicense.com).

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DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT  
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01879882

QUESTIONS? (850) 413-1609

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION</p> <p>NON-CONSTRUCTION INDUSTRY EXEMPTION</p> <p>CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p> <p>EFFECTIVE DATE: 8/23/2024      EXPIRATION DATE: 2/22/2026</p> <p>PERSON: YOANDY PEREZ      EMAIL: ROOSTERCONCRETECORP@GMAIL.COM</p> <p>FERN: 844743005</p> <p>BUSINESS NAME AND ADDRESS: ROOSTER CONCRETE CORP</p> <p>40 WEST 53 TERR HIALEAH, FL 33012</p>		<p style="text-align: center;"><b>IMPORTANT</b></p> <p>Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt.</p> <p>Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>E01879882</p>
<p><small>This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to <a href="http://www.myfloridalicense.com">www.myfloridalicense.com</a>.</small></p> <p><small>DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT    RULE 68L 4.012, F.A.C. REVISED 01/2023</small></p> <p style="text-align: right;"><b>QUESTIONS? (850) 413-1609</b></p>		



## Blanket Purchase Agreement PA600855

*Supplier Details:*

Company Rooster Concrete Corp  
Contact Yoandy Perez  
Address 40 W 53 TER  
Miami, FL 33012

*Submit your response to:*

Company City of Hollywood, FL - Public Works Administration  
Contact Collazo, Joshua  
Address 1600 South Park Road  
Hollywood FL 33020  
Phone 1-954-921-3043  
Fax  
E-mail [jcollazo@hollywoodfl.org](mailto:jcollazo@hollywoodfl.org)

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid IFB-163-24-OT



Blanket Purchase Agreement PA600855

Agreement	PA600855
Creation Date	16-MAY-2024
Revision	0
Agreement Amount	130,000.00 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To  
**City of Hollywood**  
**Accounts Payable, Room 119**  
**P.O. Box 229045**  
**Hollywood, FL 33022-9045**

Supplier **Rooster Concrete Corp**  
**40 W 53 TER**  
**Miami, FL 33012**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>104312</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
	<b>04/03/2024</b>	<b>04/02/2025</b>		
Initial Award Term	<b>04/03/2024</b>	<b>04/02/2025</b>		
First Renewal Period	<b>04/03/2025</b>	<b>04/02/2026</b>		
Second Renewal Period	<b>04/03/2026</b>	<b>04/02/2027</b>		
Third Renewal Period	<b>04/03/2027</b>	<b>04/02/2028</b>		
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	R-2024-139 Rooster Concrete Initial Term.pdf	R-2024-139 Rooster Concrete In	

Line Item	UOM	Price	Expiration Date
1 Per the pricing and services on IFB-163-24-OT for Concrete Supply and Delivery of Ready-Mix 3000 PSI		0.00	
<b>Attachments</b>			
Type	File Name or URL	Title	Description
2 Pump Mix Concrete Strength - PSI 3000 or equal	Cubic Yard	188.00	
<b>Attachments</b>			
Type	File Name or URL	Title	Description

RESOLUTION NO. R-2024-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH ROOSTER CONCRETE CORP FOR THE SUPPLY AND DELIVERY OF CONCRETE READY MIX IN AN ANNUAL AMOUNT UP TO \$130,000.00.

WHEREAS, the Department of Public Works ("Department") is responsible for the ongoing repair and maintenance of City sidewalks and concrete areas to reduce the likelihood of injuries, accidents, and trip and falls; and

WHEREAS, in December 2023, Invitation for Bid Number IFB-163-24-OT ("IFB") was electronically advertised on OpenGov.com to solicit the desired Supply and Delivery of Concrete Ready Mix in accordance with Section 38.43(A) of the Procurement Code; and

WHEREAS, on January 30, 2024, the IFB was closed and bids were received from the following three firms, with the lowest average per unit cost being the highest ranked as follows:

- |                                 |                             |
|---------------------------------|-----------------------------|
| 1. Rooster Concrete Corp        | \$194.33 avg. per unit cost |
| 2. VPR Construction Corporation | \$226.66 avg. per unit cost |
| 3. Huurr Homes, LLC.            | \$280.00 avg. per unit cost |
- ; and

WHEREAS, Rooster Concrete Corp ("Rooster") was determined to be the lowest responsive and responsible bidder; and

WHEREAS, on February 15, 2024, a Notice of Intent to Award was posted on the City's website and on OpenGov.com, and resulted in no bid protests; and

WHEREAS, the Director of the Department recommends that the City Commission approve and authorize appropriate City officials to execute a Blanket Purchase Agreement with Rooster for the supply and delivery of concrete ready mix for the repair and maintenance of the City's sidewalks and concrete work; and

WHEREAS, the period of performance for the desired services will be for an initial term of one year with three, one-year options to renew for an annual amount up to \$130,000.00; and

WHEREAS, funding for this agreement was included in the amended FY 2024 Capital Improvement Plan, and is available in account number 336.509901.54100.563010.001419.000.000.

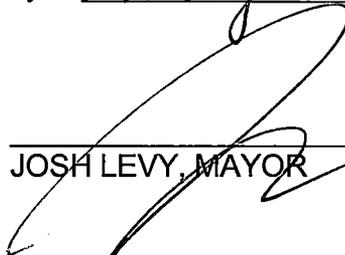
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of a Blanket Purchase Agreement with Rooster, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

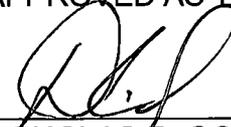
PASSED AND ADOPTED this 1 day of May, 2024.

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST:

  
  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY *DM*



## Blanket Purchase Agreement PA600855

*Supplier Details:*

Company Rooster Concrete Corp  
Contact Yoandy Perez  
Address 40 W 53 TER  
Miami, FL 33012

*Submit your response to:*

Company City of Hollywood, FL - Public Works Administration  
Contact Collazo, Joshua  
Address 1600 South Park Road  
Hollywood FL 33020  
Phone 1-954-921-3043  
Fax  
E-mail jcollazo@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid IFB-163-24-OT

DRAFT



Blanket Purchase Agreement PA600855

Agreement	PA600855
Creation Date	06-MAR-2024
Revision	0
Agreement Amount	130,000.00 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To  
**City of Hollywood**  
**Accounts Payable, Room 119**  
**P.O. Box 229045**  
**Hollywood, FL 33022-9045**

Supplier **Rooster Concrete Corp**  
**40 W 53 TER**  
**Miami, FL 33012**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>104312</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
Initial Award Term	<b>04/03/2024</b>	<b>04/02/2025</b>		
First Renewal Period	<b>04/03/2025</b>	<b>04/02/2026</b>		
Second Renewal Period	<b>04/03/2026</b>	<b>04/02/2027</b>		
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	Per the pricing and services on IFB-163-24-OT for Concrete Supply and Delivery of Ready-Mix 3000 PSI		0.00	
Attachments				
Type	File Name or URL	Title	Description	



Blanket Purchase Agreement PA600855

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



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commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600855

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas  
Interim Director, Procurement and Contract Compliance

DRAFT

**From:** Stephanie Gardner  
**Sent:** Thursday, June 26, 2025 6:13 PM  
**To:** Robert Delorimiere  
**Cc:** Jennie Dennett; Daniel Maltese; Joshua Collazo  
**Subject:** FW: Rooster Concrete Corp  
**Attachments:** scan\_sgardner@hollywoodfl.org\_2025-03-13-07-09-58.pdf

**Stephanie Gardner**  
Administrative Assistant I  
Public Works

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**Email:** [SGARDNER@hollywoodfl.org](mailto:SGARDNER@hollywoodfl.org)  
**Telephone:** [754-329-0497](tel:754-329-0497)

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**From:** Certificate of Insurance <COI@hollywoodfl.org>  
**Sent:** Thursday, March 13, 2025 9:18 AM  
**To:** Stephanie Gardner <SGARDNER@hollywoodfl.org>  
**Cc:** Samantha Corbett <scorbett@HollywoodFL.org>; Robert Delorimiere <RDELORIMIERE@hollywoodfl.org>; Inez Murphy <IMURPHY@hollywoodfl.org>; Certificate of Insurance <COI@hollywoodfl.org>  
**Subject:** FW: Rooster Concrete Corp

Acceptable.

**Certificate of Insurance**



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

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**From:** Stephanie Gardner <[SGARDNER@hollywoodfl.org](mailto:SGARDNER@hollywoodfl.org)>  
**Sent:** Thursday, March 13, 2025 7:12 AM  
**To:** Certificate of Insurance <[COI@hollywoodfl.org](mailto:COI@hollywoodfl.org)>  
**Cc:** Samantha Corbett <[scorbett@HollywoodFL.org](mailto:scorbett@HollywoodFL.org)>; Robert Delorimiere <[RDELORIMIERE@hollywoodfl.org](mailto:RDELORIMIERE@hollywoodfl.org)>; Inez Murphy <[IMURPHY@hollywoodfl.org](mailto:IMURPHY@hollywoodfl.org)>  
**Subject:** Rooster Concrete Corp

PA600855

Scope of service:  
Supplies concrete mix and materials for city wide sidewalk repairs.

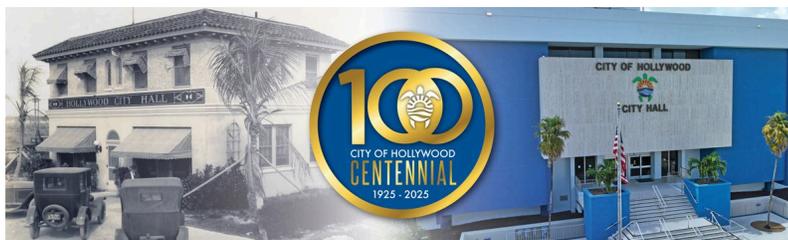
**Stephanie Gardner**  
Administrative Assistant I  
Public Works  
**P.O. Box 229045**  
**Hollywood, FL 33022**

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**Email:** [SGARDNER@hollywoodfl.org](mailto:SGARDNER@hollywoodfl.org)  
**Telephone:** [954-967-5513](tel:954-967-5513)  
**Fax:** [954-967-4510](tel:954-967-4510)

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[www.HollywoodFL.org](http://www.HollywoodFL.org)



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