

RESOLUTION NO. R-2024-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE BLANKET PURCHASE AGREEMENTS WITH CONCRETE WORKS & PAVING INC, CONSTRUCTION 95 LLC, AND FG CONSTRUCTION, LLC FOR CITYWIDE CONCRETE INSTALLATION AND REPAIR IN AN ANNUAL AMOUNT UP TO \$1,800,000.00.

WHEREAS, the Department of Public Works is responsible for the maintenance and repair of over 60 miles of the City's sidewalk and concrete areas that need repair or replacement on an ongoing basis; and

WHEREAS, this project will be funded through Community Development Block Grant Housing ("CDBG") and Urban Development Funds; and

WHEREAS, on October 26, 2023, an Invitation for Bid Number IFB-139-24-OT was electronically advertised on OpenGov.com to solicit the desired Citywide Concrete Installation and Repair in accordance with Section 38.43(A) of the Procurement Code; and

WHEREAS, on December 5, 2023, the Invitation for Bids was closed, and bids were received from the following four firms:

1. Concrete Works & Paving Inc
2. Construction 95 LLC
3. FG Construction, LLC
4. The Stout Group, LLC ; and

WHEREAS, the Public Works Department and the Office of Procurement and Contract Compliance staff thoroughly evaluated the submitted bids in accordance with Section 38.43(F) of the City's Procurement Code, and after evaluation, Concrete Works & Paving Inc, Construction 95 LLC, FG Construction, LLC, and The Stout Group, LLC were determined to be the best responsive and responsible bidders; and

WHEREAS, the following firms were determined to have fair and reasonable fees in accordance with industry standards and will be used on an as-needed basis in the order listed below:

- | | | |
|----|-----------------------------|-----------|
| 1. | Concrete Works & Paving Inc | Primary |
| 2. | Construction 95 LLC | Secondary |
| 3. | FG Construction, LLC | Tertiary |
| | | ; and |

WHEREAS, on December 13, 2023, 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 Public Works recommends that the City Commission approve and authorize appropriate City officials to execute multiple Blanket Purchase Agreements with the three qualified firms, Concrete Works & Paving Inc, Construction 95 LLC, and FG Construction, LLC to provide Citywide concrete installation and repair for the City's sidewalks and concrete work; and

WHEREAS, the period of performance for the desired services will be for an initial term of three years with two, one-year options to renew with the three qualified firms for an annual amount up to \$1,800,000.00; and

WHEREAS, the award is subject to the City receiving all insurance required along with endorsements to be approved by the City's Risk Manager or designee, along with signed statements of Hold Harmless and Indemnity to the City; and

WHEREAS, a portion of the funding for the Blanket Purchase Agreements is available in account numbers 115.160101.55400.591340.000056.000.000, 115.160101.55400.591340.001002.000.000, 115.160101.55400.591340.001218.000.000, 115.160101.55400.591340.001322.000.000, and 115.160101.55400.591340.001394.000.000, and will be requested and budgeted in subsequent fiscal years' operating budgets subject to approval and adoption by the City Commission.

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

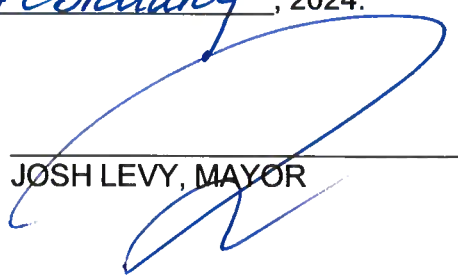
Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Blanket Purchase Agreements with Concrete Works & Paving Inc, Construction 95 LLC, and FG Construction, LLC, 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.

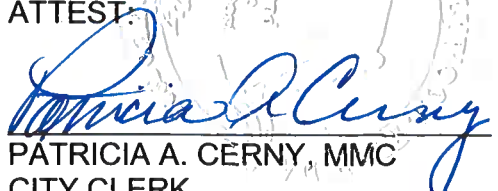
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE BLANKET PURCHASE AGREEMENTS WITH CONCRETE WORKS & PAVING INC, CONSTRUCTION 95 LLC, AND FG CONSTRUCTION, LLC FOR CITYWIDE CONCRETE INSTALLATION AND REPAIR IN AN ANNUAL AMOUNT UP TO \$1,800,000.00.

ASSESSED AND ADOPTED this 7 day of February, 2024.



JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:



DOUGLAS R. GONZALES
CITY ATTORNEY *du*

Construction 95 LLC Proposal

Pricing unsealed at Dec 5, 2023 3:00 PM

CONTACT INFORMATION

Company

Construction 95 LLC

Email

david@construction95.com

Contact

david Shagalov

Address

4440 Inveraray Blvd

LAUDERHILL, FL 33319

Phone

(917) 855-7547

Website

construction95.com

Submission Date

Dec 1, 2023 12:32 PM

ADDENDA CONFIRMATION

✔ Addendum #1

Confirmed Nov 20, 2023 3:29 PM by david Shagalov

✔ Addendum #2

Confirmed Dec 1, 2023 11:15 AM by david Shagalov

QUESTIONNAIRE

1. VENDOR REFERENCE FORM*

☐ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Vendor Reference Form.pdf](#)

 [Vendor References.pdf](#)

2. HOLD HARMLESS AND INDEMNITY CLAUSE*

☐ Pass ☐ Fail

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

3. NON-COLLUSION STATEMENT*

☐ Pass ☐ Fail

I, being first duly sworn, depose that:

1. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
2. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
3. Such Proposal is genuine and is not a collusion or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

4. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

☐ Pass ☐ Fail

The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. DRUG-FREE WORKPLACE PROGRAM*

☐ Pass ☐ Fail

1. IDENTICAL TIE PROPOSALS - 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 proposals will be followed if none of the tied vendors have 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 employee 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 these requirements.

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

☒ Confirmed

6. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

☐ Pass ☐ Fail

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

☒ Confirmed

7. Certificate of Insurance*

☐ Pass ☐ Fail

See requirements in the [#SPECIAL TERM AND CONDITIONS](#) section.

 [COI.pdf](#)

8. PROOF OF SUNBIZ REGISTRATION*

☐ Pass ☐ Fail

Enter company FEIN to be verified in Sunbiz

92-3027813

[Click to Verify](#). Value will be copied to clipboard

9. ACKNOWLEDGMENT AND SIGNATURE PAGE

9.1. If Corporation - Date Incorporated/Organized:*

☐ Pass ☐ Fail

03-21-2023

9.2. State Incorporated/Organized:*

☐ Pass ☐ Fail

Florida

9.3. Remittance Address*

Pass

Fail

4810 NW 65th ave lauderhill FL 33319

9.4. Bidder/Proposer’s Authorized Representative’s Typed Full Name*

Pass

Fail

Yehoshua Shagalov

9.5. IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

☒ Confirmed

Pass

Fail

9.6. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.*

☒ Confirmed

Pass

Fail

9.7. PROPOSAL FORM*

Pass

Fail

Please download the below documents, complete, and upload.

Proposal_Form.docx

Proposal_Form.docx

10. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

10.1. This form statement is submitted to the City of Hollywood by:*

Pass

Fail

(Print individual’s name and title) (Print name of entity submitting sworn statement)

Yehoshua shsgalov, Constrution 95 LLC

10.2. Sworn Statement Continuation:*

Pass

Fail

Enter business address:

4810 NW 65th ave lauderhill FL 33319

10.3. Sworn Statement Continuation:*

Pass

Fail

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

92-3027813

10.4. Sworn Statement Continuation:*

Pass

Fail

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an 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.

No appliable to me

10.5. Sworn Statement Continuation:*

Pass

Fail

I understand that “Affiliate,” as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

☒ Confirmed

10.6. Sworn Statement Continuation:*

☐ Pass ☐ Fail

I understand that “person,” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

☒ Confirmed

10.7. Sworn Statement Continuation:*

☐ Pass ☐ Fail

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

10.8. Sworn Statement Confirmation*

☐ Pass ☐ Fail

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☒ Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mobilization					
1	4-inch Sidewalk Installed (less than 50,000 sq. ft.)	1	Sq Ft	\$25.00	\$25.00
2	4-inch Sidewalk Installed (50,001 - 75,000 sq. ft.)	1	Sq Ft	\$12.50	\$12.50
3	4-inch Sidewalk Installed (75,000 - 100,000 sq. ft.)	1	Sq Ft	\$12.50	\$12.50
4	4-inch Sidewalk Installed (greater than 100,000 sq. ft.)	1	Sq Ft	\$12.00	\$12.00
5	6-inch Sidewalk Installed (0 - 10,000 sq. ft.)	1	Sq Ft	\$28.00	\$28.00
6	6-inch Sidewalk Installed (10,001 - 20,000 sq. ft.)	1	Sq Ft	\$15.00	\$15.00
4	6-inch Sidewalk Installed (greater than 20,001 sq. ft.)	1	Sq Ft	\$14.75	\$14.75
5	8-inch Sidewalk Installed (less than 15,000 sq. ft.)	1	Sq Ft	\$32.00	\$32.00
6	8-inch Sidewalk Installed (15,001 sq. ft. or greater)	1	Sq Ft	\$30.00	\$30.00
7	ADA Detectable Warnings and Sidewalk Curb Ramps (less than 4,500 sq. ft.)	1	Sq Ft	\$35.00	\$35.00
8	ADA Detectable Warnings and Sidewalk Curb Ramps (4,501 sq. ft. or greater)	1	Sq Ft	\$33.00	\$33.00
Tree Removal 11' to 20' Tree Height					
9	0 - 30ft Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$1,500.00	\$1,500.00
10	0 - 30ft Canopy Diameter (# of trees to be removed >16)	1	Each	\$1,350.00	\$1,350.00
11	31' - Up Canopy Diameter (#of trees to be removed 1-15)	1	Each	\$1,600.00	\$1,600.00
12	31' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$1,450.00	\$1,450.00
Tree Removal 21' to 30' Tree Height					

7	0 - 40' Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$2,600.00	\$2,600.00
8	0 - 40" Canopy Diameter (# of trees to be removed >16	1	Each	\$2,300.00	\$2,300.00
9	41' - Up Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$2,900.00	\$2,900.00
10	41' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,600.00	\$2,600.00
Tree Removal 31' to 40' Tree Height					
11	0 - 40' Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$2,800.00	\$2,800.00
12	0-40' Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,500.00	\$2,500.00
13	41' - Up Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$3,100.00	\$3,100.00
14	1' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,800.00	\$2,800.00
Tree Removal 41' to 50' Tree Height					
15	0 - 40' Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$3,000.00	\$3,000.00
16	0 -40' Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,700.00	\$2,700.00
17	41' - Up Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$3,300.00	\$3,300.00
18	41' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$3,100.00	\$3,100.00
Miscellaneous					
19	Asphalt Pavement Patching (15,000 sq. ft. or less)	1	Sq Ft	\$8.00	\$8.00
20	Asphalt Pavement Patching (15,001 sq. ft. or greater)	1	Each	\$7.00	\$7.00
21	Traffic Control and Protection (120 pieces or less)	1	Each	\$2,400.00	\$2,400.00

22	Traffic Control and Protection (121 pieces or more)	1	Each	\$2,300.00	\$2,300.00
24	Root barrier (1 - 10,000 linear ft.)	1	per Linear ft.	\$35.00	\$35.00
25	Root barrier (10,0001 linear ft. or greater)	1	per Linear ft.	\$32.00	\$32.00
Total					\$44,631.75

				CONCRETE WORKS & PAVING INC	The Stout Group Construction	Construction 95 LLC	FG Construction, LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Mobilization							
1	4-inch Sidewalk Installed (less than 50,000 sq. ft.)	1	Sq Ft	\$10.00	\$10.50	\$25.00	\$12.50
2	4-inch Sidewalk Installed (50,001 - 75,000 sq. ft.)	1	Sq Ft	\$10.00	\$10.50	\$12.50	\$6.25
3	4-inch Sidewalk Installed (75,000 - 100,000 sq. ft.)	1	Sq Ft	\$10.00	\$10.50	\$12.50	\$6.20
4	4-inch Sidewalk Installed (greater than 100,000 sq. ft.)	1	Sq Ft	\$10.00	\$10.50	\$12.00	\$6.10
5	6-inch Sidewalk Installed (0 - 10,000 sq. ft.)	1	Sq Ft	\$11.50	\$14.75	\$28.00	\$15.00
6	6-inch Sidewalk Installed (10,001 - 20,000 sq. ft.)	1	Sq Ft	\$11.50	\$14.75	\$15.00	\$9.00
4	6-inch Sidewalk Installed (greater than 20,001 sq. ft.)	1	Sq Ft	\$11.50	\$14.75	\$14.75	\$8.75
5	8-inch Sidewalk Installed (less than 15,000 sq. ft.)	1	Sq Ft	\$12.50	\$19.00	\$32.00	\$17.50
6	8-inch Sidewalk Installed (15,001 sq. ft. or greater)	1	Sq Ft	\$12.50	\$19.00	\$30.00	\$11.75
7	ADA Detectable Warnings and Sidewalk Curb Ramps (less than 4,500 sq. ft.)	1	Sq Ft	\$37.50	\$40.00	\$35.00	\$50.00
8	ADA Detectable Warnings and Sidewalk Curb Ramps (4,501 sq. ft. or greater)	1	Sq Ft	\$37.50	\$40.00	\$33.00	\$45.00
Tree Removal 11' to 20' Tree Height							
9	0 - 30ft Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$912.00	\$3,000.00	\$1,500.00	\$1,937.50
10	0 - 30ft Canopy Diameter (# of trees to be removed >16)	1	Each	\$684.00	\$3,000.00	\$1,350.00	\$1,937.50
11	31' - Up Canopy Diameter (#of trees to be removed 1-15)	1	Each	\$1,140.00	\$3,000.00	\$1,600.00	\$2,687.50
12	31' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$1,026.00	\$3,000.00	\$1,450.00	\$2,687.50
Tree Removal 21' to 30' Tree Height							
7	0 - 40' Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$1,710.00	\$4,000.00	\$2,600.00	\$4,187.50
8	0 - 40" Canopy Diameter (# of trees to be removed >16)	1	Each	\$1,482.00	\$4,000.00	\$2,300.00	\$4,187.50
9	41' - Up Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$2,280.00	\$4,000.00	\$2,900.00	\$5,625.00
10	41' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,052.00	\$4,000.00	\$2,600.00	\$4,187.50
Tree Removal 31' to 40' Tree Height							
11	0 - 40' Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$2,622.00	\$5,000.00	\$2,800.00	\$5,625.00
12	0-40" Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,166.00	\$5,000.00	\$2,500.00	\$5,625.00
13	41' - Up Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$3,192.00	\$5,000.00	\$3,100.00	\$5,625.00
14	1' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$2,736.00	\$5,000.00	\$2,800.00	\$4,187.50
Tree Removal 41' to 50' Tree Height							
15	0 - 40' Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$3,648.00	\$6,000.00	\$3,000.00	\$5,625.00
16	0-40" Canopy Diameter (# of trees to be removed >16)	1	Each	\$3,078.00	\$6,000.00	\$2,700.00	\$5,625.00
17	41' - Up Canopy Diameter (# of trees to be removed 1-15)	1	Each	\$4,560.00	\$6,000.00	\$3,300.00	\$5,625.00
18	41' - Up Canopy Diameter (# of trees to be removed >16)	1	Each	\$3,990.00	\$6,000.00	\$3,100.00	\$5,625.00
Miscellaneous							
19	Asphalt Pavement Patching (15,000 sq. ft. or less)	1	Sq Ft	\$7.50	\$6.00	\$8.00	\$5.00
20	Asphalt Pavement Patching (15,001 sq. ft. or greater)	1	Each	\$7.50	\$6.00	\$7.00	\$3.00
21	Traffic Control and Protection (120 pieces or less)	1	Each	\$625.00	\$5.00	\$2,400.00	\$5.00
22	Traffic Control and Protection (121 pieces or more)	1	Each	\$750.00	\$5.00	\$2,300.00	\$2.50
24	Root barrier (1 - 10,000 linear ft.)	1	per Linear ft.	\$25.00	\$15.00	\$35.00	\$50.00
25	Root barrier (10,001 linear ft. or greater)	1	per Linear ft.	\$25.00	\$15.00	\$32.00	\$40.00
Grand Total				\$38,892.50	\$72,256.25	\$44,631.75	\$71,293.55
Ranking				1	4	2	3

NOTICE OF INTENT TO AWARD

PROJECT NUMBER: IFB-139-24-OT

OPENED: December 5, 2023

**PROJECT NAME: CITYWIDE CONCRETE INSTALLATION AND REPAIR
(CDBG) FUNDED**

AWARDS RECOMMENDED TO:

- 1. Concrete Works & Paving Inc.**
- 2. Construction 95, LLC.**
- 3. FG Construction, LLC.**

DATED AND POSTED: December 13, 2023

Joseph Kroll, Director of Public Works

PROTEST: ANY ACTUAL OR PROSPECTIVE BIDDER WHO IS AGGRIEVED IN CONNECTION WITH THIS PENDING AWARD OF THE CONTRACT OR ANY ELEMENT OF THE PROCESS LEADING TO THE AWARD MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES. THE PROTEST MUST BE FILED WITHIN FIVE (5) BUSINESS DAYS OF THIS POSTING OR ANY RIGHT TO PROTEST IS FORFEITED. THE PROTEST MUST BE IN WRITING, MUST IDENTIFY THE NAME AND ADDRESS OF THE PROTESTER, AND MUST INCLUDE A FACTUAL SUMMARY OF, AND THE BASIS FOR, THE PROTEST. FILING SHALL BE CONSIDERED COMPLETE WHEN THE PROTEST IS RECEIVED BY THE DIVISION OF PROCUREMENT SERVICES.

PROTEST DEPOSIT: A DEPOSIT IS REQUIRED FROM THE PROTESTER TO COMPENSATE THE CITY FOR THE EXPENSES OF ADMINISTERING THE PROTEST. IF THE PROTEST IS DECIDED IN THE PROTESTER'S FAVOR, THE ENTIRE DEPOSIT SHALL BE RETURNED TO THE PROTESTER. IF THE PROTEST IS DETERMINED TO BE WITHOUT MERIT, THE DEPOSIT SHALL BE FORFEITED TO THE CITY. THE DEPOSIT SHALL BE IN THE FORM OF CASH, A CASHIER'S CHECK, OR A PAYMENT BOND AND SHALL BE IN THE AMOUNT OF \$250.00 OR 1% OF THE AMOUNT OF THE PENDING AWARD, WHICHEVER IS GREATER, UP TO THE MAXIMUM OF \$1,000.00