

RESOLUTION NO.

R-2020-277

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A BLANKET PURCHASE AGREEMENT TO WEEKLEY ASPHALT PAVING CORPORATION FOR ROADWAY, DRAINAGE, AND MISCELLANEOUS CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$8,816,335.00 BASED UPON BROWARD COUNTY'S REQUEST FOR PROPOSAL (RFQ No. PNC2119323B1) IN ACCORDANCE WITH SECTION 38.41(C)(5) OF THE CITY'S PROCUREMENT CODE (PIGGYBACK).

WHEREAS, the City's Fiscal Years 2020 and 2021 Streets and Alleys Program includes proposed resurfacing projects for various streets and alleys within the City; and

WHEREAS, on April 15, 2020, the Department of Development Services, Engineering, Transportation and Mobility Division ("Division") submitted the following three Transportation Surtax Rehabilitation and Maintenance ("R&M") project applications to Broward County for funding consideration:

- (1) North 58th Avenue (BC-HLWYD FY2020-00002);
- (2) Multiple Streets (BC-HLWYD FY2020-00001)
- (3) Liberty Street (BC-HLWYD FY-2020-00003); and

WHEREAS, on June 18, 2020, Broward County Commissioners approved the surtax funding for all three City R&M Projects; and

WHEREAS, in order to implement both the Fiscal Year 2020 and 2021 Streets and Alleys Program and the aforementioned surtax projects, the Department of Development Services/Engineering, Transportation and Mobility Division desires to retain the services of a company to perform the required roadway construction services; and

WHEREAS, the desired services were competitively bid by Broward County pursuant to RFQ No. PNC2119323B1 on November 25 2019, and the term of the contract is from November 25, 2019 through November 24, 2021, with an option to renew the contract for an additional one-year period; and

WHEREAS, Broward County awarded the bid to Weekley Asphalt Paving Corporation, and Weekley has agreed to extend to the City the same pricing under the terms and conditions set forth in Broward County's RFQ and contract; and

WHEREAS, Section 38.41(C)(5) of the City's Procurement Code allows the Chief Procurement Officer to procure, without formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference and such utilization of other governmental entities contracts shall be permitted only during the term of the other governmental entity's contract; and

WHEREAS, the Director of Development Services, the City Engineer and the Chief Procurement Officer recommend that the City Commission approve the issuance of a Blanket Purchase Agreement to Weekley Asphalt Paving Corporation based upon Broward County's RFQ PNC 2119323B1 to provide roadway construction services for the roadway and alley resurfacing projects pursuant to the Streets and Alleys Program and the three surtax projects; and

WHEREAS, funding of \$2,466,335.00 has been provided via Resolution No. R-2020-236, which continued the appropriation for previously approved capital projects from FY 2020 to FY 2021 and is available in account numbers 336.149901.54100.563010.001256.000.000, 334.149901.54100.563030.000067.000.000, 334.149901.54100.563030.000192.000.000, 336.149901.54100.563010.001240.000.000, 334.149901.54100.563030.000070.000.000, 334.149901.51900.563010.001292.000.000; and

WHEREAS, additional funding of \$1,000,000.00 has been allocated in the FY 2021 Capital Improvement Plan in account numbers 336.149901.54100.563010.001256.000.000 and 336.149901.54100.563010.001240.000.000; and

WHEREAS, the implementation of the surtax projects will be contingent upon the execution of individual interlocal agreements for each project, and funding in an amount not to exceed \$5,350,000.00 will be allocated to the City pursuant to the interlocal agreements; and

WHEREAS, each interlocal agreement will be presented to the City Commission at a later date.

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.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A BLANKET PURCHASE AGREEMENT TO WEEKLEY ASPHALT PAVING CORPORATION FOR ROADWAY, DRAINAGE, AND MISCELLANEOUS CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$8,816,335.00 BASED UPON BROWARD COUNTY'S REQUEST FOR PROPOSAL (RFQ No. PNC2119323B1) IN ACCORDANCE WITH SECTION 38.41(C)(5) OF THE CITY'S PROCUREMENT CODE (PIGGYBACK).

Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of the attached Blanket Purchase Agreement with Weekley Asphalt Paving Corporation, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legal sufficiency 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 21 day of October, 2020.


for JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only.


DOUGLAS R. GONZALES
CITY ATTORNEY

Dr



Blanket Purchase Order PA600277

Supplier Details:

Company Weekley Asphalt Paving, Inc.
Contact Dan Weekley Or Terry
Address 20701 Stirling Rd
Pembroke Pines, FL 33332

Submit your response to:

Company City of Hollywood, FL
Contact
Address

Phone
Fax
E-mail

Dear Vendor:

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



Blanket Purchase Order PA600277

Agreement	PA600277
Agreement Date	30-JUL-2020
Revision	0
Agreement Amount	8,816,335.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

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

Supplier Weekley Asphalt Paving, Inc.
20701 Stirling Rd
Pembroke Pines, FL 33332

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	00498	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	10/21/2020	11/23/2021		
Initial Award Term				
First Renewal Period	11/24/2021	11/23/2022		
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	2020 Alley and Streets		2,466,335.00	11/23/2021
Attachments				
Type	File Name or URL	Title	Description	
2	North 58th Ave BC HLWYD FY 2020 0001		1,389,052.00	11/23/2021
Attachments				
Type	File Name or URL	Title	Description	
3	Multiple Streets BC HLWYD FY 2020 0002		2,967,457.00	11/23/2021



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Line	Item	UOM	Price	Expiration Date
Attachments				
	Type	File Name or URL	Title	Description
4	Liberty Street BC HLWYD FY 2020 0003		993,491.00	11/23/2021
Attachments				
	Type	File Name or URL	Title	Description
5	Terms, Condotions, and Pricing listed in contract PNC2119323B1 will supersede the City's Terms and Conditions listed on the City's Blanket Purchase Agreement		0.00	11/23/2021
Attachments				
	Type	File Name or URL	Title	Description
6	FY2021 Streets and Alleys		1,000,000.00	11/23/2021
Attachments				
	Type	File Name or URL	Title	Description



Blanket Purchase Order PA600277

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 reprourement.

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.

Signature: Paul A. Bassar
Director of Procurement & Contract Compliance