

March 21, 2023

Jason D. Katz, Esq.  
3325 S. University Drive, Suite 210  
Davie, Florida 33328  
**Via Certified Mail: 7018 3090 0002 2822 3368**

Re: Bid Protest – Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project)

Dear Attorney Katz:

I am in receipt of your appeal to the protest response issued by the General Services Director as provided in the enclosures. I reviewed the Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project), ITB, Stanford & Sons Trucking Corporation d/b/a Stanford Construction Co.'s (Stanford Construction Co.) bid to the Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project), and all other documents submitted in response to the ITB and protest process regarding Stanford Construction Co.'s qualifications.

Based upon my review of the appeal, including all submitted materials, and consulting with appropriate City staff as published in the General Services Procedures Manual, Stanford Construction Co. is non-responsible because it failed to provide the following as required by the ITB language: "verifiable information with the bid at the time it is submitted [E]vidence that Bidder was the Prime Contractor on three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope". This responsibility requirement was not met because of the following:

1. There was no forcemain work whatsoever required on the Kendall Lakes project, contrary to your letter stating the following: *"On Project 3, Stanford Forcemain work which is another major performed of the instant Kendall Lakes Stormwater Improvements Project portion"*.
2. The schedule duration in Stanford's bid versus second lowest bidder is twice the number of days from the other bids submitted (395 days versus 200 days), which equals a substantial value in terms of City staff time, outside consultant time to administer construction as well as disruption to the residents in this area.
3. The City' Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project), ITB, requires bidder to have completed prior projects of \$200,000 each or more, and of similar complexity and scope, which was not substantiated by Stanford Construction Co's bid.
4. The ITB requires the bidder to have COMPLETED three projects of similar complexity and scope, which was not substantiated by Stanford Construction Co.'s bid.
5. The letter of appeal, the protest letter and Stanford Construction Co's bid all fail to prove or show Stanford Construction Co. having the experience as required in the ITB.

In addition, Business hours for the General Services Department are Monday through Thursday 7a – 6p. Your protest letter dated Friday, February 24, 2023, although accepted by a City of Pompano Beach Public Works employee, was received by the General Services Department on Monday, February 27, 2023. The General Services Director issued a written finding on March 8, 2023, in accordance with Section 13 of the General Services Procedures Manual, Protest Procedure, which requires that a written finding be issued within ten (10) days of receipt of the protest.

Arguably, if the General Services Director's response was later than ten (10) days, that response time does not afford an unfair, competitive advantage nor prejudice toward Stanford Construction Co. because the issue is Stanford Construction Co. was not deemed to be the lowest responsive and responsible bidder.

Accordingly, I find no merit in the protest and direct staff to proceed with the procurement process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Harrison", is written over the typed name and title.

Greg Harrison  
City Manager

c: Mark Berman, City Attorney  
Carla R. Byrd, General Services Director  
John Sfiropoulos, City Engineer  
Tammy L. Good, Capital Improvement Plan Manager  
Jeff English, Purchasing Agent

Enclosures

7018 3090 0002 2822 3368

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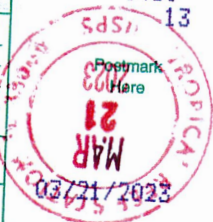
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 Jason D Katz Esq  
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 Davie, FL 33328

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*Reply to:*

**JASON D. KATZ**  
Board Certified Construction Attorney  
3325 S. University Drive, Suite 210  
Davie, Florida 33328  
Telephone: (954) 494-5732  
Facsimile: (954) 589-0798  
jason@JKatzlaw.com

March 13, 2023

**VIA Hand Delivery**

City of Pompano Beach  
Attn: City Manager  
100 West Atlantic Boulevard  
Pompano Beach, FL 33060

**Re: My Client: Stanford Construction Co.**  
**Project: Kendall Lake Stormwater Improvements Project**

**BID PROTEST APPEAL**  
**PROTEST OF INVITATION TO BID E-33-22**

2023 MAR 13 PM 1:09  
CITY OF POMPANO BEACH  
OFFICE OF CITY MANAGER



*Reply to:*  
JASON D. KATZ  
Board Certified Construction Attorney  
3325 S. University Drive, Suite 210  
Davie, Florida 33328  
Telephone: (954) 494-5732  
Facsimile: (954) 589-0798  
jason@JKatzlaw.com

March 13, 2023

**VIA Hand Delivery**

City of Pompano Beach  
Attn: City Manager  
100 West Atlantic Boulevard  
Pompano Beach, FL 33060

**Re: My Client: Stanford Construction Co.  
Project: Kendall Lake Stormwater Improvements Project**

**BID PROTEST APPEAL  
PROTEST OF INVITATION TO BID E-33-22**

Dear City Manager:

Please be advised that the law firm of Jason D. Katz, P.A. represents Stanford & Sons Trucking Corporation d/b/a Stanford Construction Co. ("Stanford") with regard to the above caption Project. Please consider this letter as Stanford's appeal to the response from the General Services Department dated March 8, 2022 regarding Bid E-33-22 to Man-Con Incorporated. I have enclosed Stanford's Bid Protest for your review. Stanford's arguments in its Bid Protest are incorporated into the response of this Appeal.

**Protest Information**

- a. Appellant/ Protestor: Stanford & Sons Trucking Corporation  
d/b/a Stanford Construction Co.  
1081 NW 12 Terrace  
Pompano Beach, FL 33069
  
- b. Interested Party: Stanford is an interested party because it is an actual bidder whose economic interests are directly affected by the award of the contract.
  
- c. Timeliness of Appeal: This protest is timely. It is made within five (5) days after Stanford received the initial finding.

The City of Pompano Beach's decision to reject Stanford's bid and accept Man-Con Incorporated's significantly higher bid violates Florida law. Stanford's \$4,341,862.13 bid was responsive and Stanford is a responsible bidder.

Stanford should be awarded this bid, or alternatively this bid should be thrown out for the following reasons:

*A. The General Services Director Failed to Timely Respond to Stanford's Bid Protest.*

According to the city of Pompano Beach's Bid Protest Procedure, the General Services Director is required to review the protest, consult with appropriate City staff, and **issue a written finding within ten (10) days of receipt of the protest.**

Stanford submitted its bid protest via hand delivery to the General Services Director on February 24, 2023. Ten (10) days after receipt of this protest was March 6, 2023. It was not until March 8, 2023 – twelve (12) days later – that the General Services Director issued a written finding.

Compliance with the City's bid protest procedures is critical. Failure to timely act should result in the City approving Stanford's protest or alternatively throwing out all bids.

*B. The General Services Director Misconstrues the Bid Requirements for Past Projects.*

The General Services Director goes through each Project listed by Stanford and claims that since Stanford did not perform \$200,000.00 worth of drainage on each Project that Stanford is not qualified. This misreads the Invitation to Bid. The Invitation to Bid only requires that the entire project exceeds \$200,000.00 in amount. This threshold was exceeded on each of the projects listed by Stanford.

It is also irrelevant to go through only the drainage portion of the projects listed in performing the analysis as to whether a bidder is responsible. The Kendall Lakes Stormwater Improvements Project includes the following major scopes of work:

- Drainage;
- Forcemain work;
- Roadway Reconstruction;
- Milling & Paving;
- Irrigation Work; and
- Grading of Swail

Project 1 involved drainage work. There is no requirement that the value of the drainage work on this project exceed \$200,000.00.

On Project 2, there was drainage modification work performed.

On Project 3, Stanford performed Forcemain work – which is another major portion of the instant Kendall Lakes Stormwater Improvements Project.

Again, the General Services Director focused only on the drainage work on the project experience listing. However, the General Services Director should have reviewed Stanford's work on Forcemain; Roadway Reconstruction; Milling & Paving; Irrigation Work; and Grading of Swail. Those scopes of work were included in Stanford's listed projects. Those scopes of work are all included in the instant project.

For the foregoing reasons and for the reasons listed in Stanford's initial protest, the City of Pompano Beach is obligated to settle and resolve this protest and appeal by awarding the contract to Stanford or alternatively throwing out all bids and re-bidding the Project.

Sincerely yours,

**JASON D. KATZ, P.A.**



Jason Katz Esq.

Cc: Stanford Construction Co.



JASON D. KATZ

*Reply to:*

JASON D. KATZ

Board Certified Construction Attorney

3325 S. University Drive, Suite 210

Davie, Florida 33328

Telephone: (954) 494-5732

Facsimile: (954) 589-0798

jason@JKatzlaw.com

February 24, 2023

**VIA Hand Delivery**

General Services Director  
City of Pompano Beach  
1190 N.E. 3<sup>rd</sup> Avenue, Building C  
Pompano Beach, FL 33060

**Re: My Client: Stanford Construction Co.  
Project: Kendall Lake Stormwater Improvements Project**

**BID PROTEST  
PROTEST OF INVITATION TO BID E-33-22**

Dear General Services Director:

Please be advised that the law firm of Jason D. Katz, P.A. represents Stanford & Sons Trucking Corporation d/b/a Stanford Construction Co. ("Stanford") with regard to the above caption Project. Stanford protests the award of Invitation to Bid E-33-22 to Man-Con Incorporated.

**Protest Information**

- a. Protester: Stanford & Sons Trucking Corporation  
d/b/a Stanford Construction Co.  
1081 NW 12 Terrace  
Pompano Beach, FL 33069
  
- b. Interested Party: Stanford is an interested party because it is an actual bidder whose economic interests are directly affected by the award of the contract.
  
- c. Timeliness of Protest: This protest is timely. It is made within five (5) days after the posting of the bid tabulation disqualifying Stanford.



The City of Pompano Beach's decision to reject Stanford's bid and accept Man-Con Incorporated's significantly higher bid violates Florida law. Stanford's \$4,341,862.13 bid was responsive and Stanford is a responsible bidder.

*A. Stanford is a responsible bidder.*

Stanford's bid was incorrectly rejected. The City of Pompano Beach stated that based on "section F.2.b. of the ITB, Stanford Construction Company is deemed non-responsible for not having performed similar type work in complexity and value." This is incorrect.

Section F.2.b. of the ITB provides the prior project experience for each bidder to be considered responsible. The ITB states:

Bidder must provide the following verifiable information with the bid at the time it is submitted:

- i. Evidence that Bidder was the Prime Contractor on three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope.
- ii. Bidder must describe the following: 1) the project and the work actually completed by Bidder, 2) how the referenced project relates to this ITB, and 3) the amount paid to Bidder for the work completed; and
- iii. At least one verifiable client reference for each project described previously. Bidder must provide the client name, client phone number, and client e-mail address for each project. If the Bidder has done work for the City, the City may at its discretion rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.
- iv. If the Bidder fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Bidder nonresponsive.
- v. The City reserves the right, at its sole discretion, to deem a Bidder's response nonresponsive and reject it if the references submitted do not conform to the above, or the references are deemed unsatisfactory to the City.

Stanford provided three public projects where it was the prime contractor. Each project exceeded \$200,000.00 in amount. These projects were also similar in complexity.

These are all public projects, so there is no reason that the City of Pompano Beach could not have confirmed the scope and price of these projects with a simple public records request under Chapter 119, Florida Statutes.

The similarities in complexity with the reference job: NE Andrews Ave Roadway Improvement

1. The NE Andrews job included drainage work similar to this Project.
2. The NE Andrews job included Asphalt Paving work similar to this Project
3. The NE Andrews job included Swale grading work similar to this Project
4. The NE Andrews job included MOT work similar to this Project
5. The NE Andrews job included Landscaping work similar to this Project

The similarities in complexity with the reference job: NW 10<sup>th</sup> Ave From 38<sup>th</sup> St to Prospect Rd

1. The NW 10<sup>th</sup> Ave job included drainage work similar to this Project.
2. The NW 10<sup>th</sup> Ave job included Asphalt Paving work similar to this Project
3. The NW 10<sup>th</sup> Ave job included Swale grading work similar to this Project
4. The NW 10<sup>th</sup> Ave job included MOT work similar to this Project
5. The NW 10<sup>th</sup> Ave job included Landscaping work similar to this Project

The similarities in complexity with the reference job: Commercial Blvd Forcemain Replacement

1. The Commercial Blvd job included Sewer Main replacement work similar to this Project.
2. The Commercial Blvd job included Asphalt Paving work similar to this Project
3. The Commercial Blvd job included Swale grading work similar to this Project
4. The Commercial Blvd job included MOT work similar to this Project

Stanford met all of the responsibility requirements in the bid documents. If the City of Pompano Beach had not improperly determined that Stanford was non-responsible, Stanford would have been the low-bidder and entitled to the contract award. Stanford's bid was \$4,341,862.13 which was lower than the next lowest bid by \$823,244.02 – a significant savings.

*B. The City of Pompano Beach Failed to Carry Out the Intent of the Competitive Bid Statutes and the Express Intent of the Bid Documents.*

The City of Pompano Beach erred in selecting Man-Con Incorporated where it was not the lowest responsible bidder. There is a great public interest in ensuring that contracts are awarded to effectuate the intent of the competitive bid laws. Engineering Contractors of South Florida, Inc. v. Broward County, 789 So. 2d 445 (Fla. 4<sup>th</sup> DCA 2001). "Florida's competitive bid statutes are enacted for the protection of the public. They create a system by which goods or services required by public authorities may be acquired at the lowest

possible cost.” Marriott Corp. v. Metro, Dade County, 383 So. 2d 662, 665 (Fla. 3d DCA 1980). “Competitive bidding statutes are enacted for the protection of the public... The bidder is assured fair consideration of his offer and is guaranteed the contract if his is the lowest and best bid received.” Emerald Correctional Management v. Bay County Bd. Of County Com’rs., 955 So.2d 647, 652 (Fla. 1 DCA 2007). Although a public authority has wide discretion in award of contracts in competitive bidding, the discretion must be exercised based upon clearly defined criteria. City of Sweetwater v. Solo Const. Corp., 823 So.2d 798 (Fla. 3d DCA 2002).

The City of Pompano Beach created a competitive bidding scenario contrary to the intent of the public bidding statutes and its own express intent. Stanford met the criteria for responsibility as stated in the bid package. The City of Pompano Beach picked a contractor that had a price which exceeded Stanford’s by \$823,244.02. Public welfare dictates that The City of Pompano Beach obtain the desired construction at the lowest possible cost. It would be in the best interest of The City of Pompano Beach and the taxpayers to award this contract to Stanford – while saving \$823,244.02. Failure to award the contract to Stanford constitutes reversible error and an extreme misuse of public funds.

C. *The City of Pompano Beach’s Rejection of Stanford’s Bid was Contrary to Competition and Arbitrary and Capricious.*

Stanford’s bid should not have been rejected because the decision stifled competition and was arbitrary and capricious. A bid is wrongly rejected where it was contrary to competition or arbitrary and capricious. Expertech Network Installation, Inc. v. Cape Coral, 2007 WL 3375824 (Fla. Div. Admin. Hrgs. 2007) citing Miami-Dade County School Board v. Ruiz School Bus Service, Inc., 874 So. 2d 59 \*Fla. 3d DCA 2004).

The rejection based on Stanford allegedly being not responsible is contrary to competition. A bid award is which is contrary to competition is one which: (1) creates the appearance of an opportunity for favoritism; (2) erodes public confidence that contracts are awarded equitably and economically; (3) causes the procurement process to be genuinely unfair or unreasonable; or (4) are unethical, dishonest, illegal, or fraudulent. Sunshine Towing @ Broward, Inc. v. Department of Transportation, 2010 WL 141770 (Fla. Div. Admin. Hrgs. 2010) (citing R.N. Expertise, Inc. v. Miami-Dade County School Bd., Case No. 01-2663BID (Fla. Div. Admin. Hrgs. 2002) and E-Builder v. Miami-Dade County School Bd., 2003 WL 22347989 (Fla. Div. Admin. Hrgs. 2003).

There were only three bidders. Removing Stanford left only two responsible bidders. This gives the appearance of an opportunity for favoritism. The award went to Man-Con Incorporated, which was not the lowest bidder. Knowledge of this fact would erode public confidence that contracts are awarded equitably and economically. Additionally, disqualifying Stanford makes for an unfair and unreasonable procurement process. In public procurement there should be competition ensuring that the public

receives good value. In this case, the public did not receive fair value due to the lack of competition.

For the foregoing reasons, the City of Pompano Beach is obligated to settle and resolve this protest by awarding the contract to Stanford.

Sincerely yours,

**JASON D. KATZ, P.A.**



Jason Katz, Esq.

Cc: Stanford Construction Co.



General Services Department

City of Pompano Beach, Florida

1190 NE 3<sup>rd</sup> Avenue, Bldg. C Pompano Beach, Florida 33060 |  
p: 954.786.4098 | f: 954.786.4168

Certified Mail No. 7018 3090 0002 2820 8181

March 8, 2023

Jason D. Katz, Esq.  
3325 S. University Drive, Suite 210  
Davie, Florida 33328

Re: Bid Protest – Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project)

Dear Attorney Katz:

The Purchasing Division of the General Services Department (Purchasing Division) is in receipt of your letter dated February 24, 2023, protesting on behalf of Stanford & Sons Trucking Corporation d/b/a Stanford Construction Co. the recommendation for award for Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project). In accordance with the General Services Procedures Manual, Section 13 Protest Procedure, your protest was received in a timely and proper manner.

After carefully reviewing your assertions in your protest letter, the City of Pompano Beach's (the "City") responses are as follows:

**Assertion A. Stanford is a responsible bidder.**

Stanford's bid was incorrectly rejected. The City of Pompano Beach stated that based on section F.2.b, of the ITB, Stanford Construction Company is deemed non-responsible for not having performed similar type of work in complexity and value. This is incorrect. Stanford provided three public projects where it was the prime contractor. Each project exceeded \$200,000.00 in amount. These projects were also similar in complexity. Stanford submitted NW 10 Avenue from NW 38<sup>th</sup> Street to Prospect Road as Project 1, NE Andrews Avenue Roadway Improvement as Project 2, and Commercial Blvd Forcemain Replacement Project 3.

**Response to Assertion A.**

On December 1, 2023, Invitation to Bid E-33-22, Kendall Lake Stormwater Improvements Project (Surtax Funded Project), ITB, was released for the furnishing and installing of a new complete stormwater collection system, reconstruction of the project roadways, swales, new landscape planting material, signage and thermoplastic pavement markings located between NW 1<sup>st</sup> Avenue (East boundary), NW 5<sup>th</sup> Terrace (West boundary), NW 21<sup>st</sup> Street (North boundary) and NW 16<sup>th</sup> Court (South boundary). Per "Attachment A-E-33-22 Line Items" that was included with the released ITB, this document shows the scope of services/work for this project, which is primarily storm drain piping and sewer work based upon the line items.

Three bids were received by the due date and time as required by the ITB, and all three bids were reviewed in accordance with the ITB to determine the lowest responsive and lowest responsible Bidder. During<sup>1</sup> the responsibility

review of Stanford Construction Co.'s bid, 10. Qualifications of Bidders, the City was unable to deem Stanford Construction Co.'s bid as satisfying the responsibility requirement as provided within the ITB because Stanford Construction failed to provide evidence that Stanford Construction Co. was the Prime Contractor of three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope.

Section F.2.b.i. of the ITB reads as follows:

- b. Prior Project Experience and References: Bidder must provide the following verifiable information with the bid at the time it is submitted:
  - i. Evidence that Bidder was the Prime Contractor on three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope.

Stanford Construction Co. submitted the three projects with the applicable narrative provided below for the City's review of responsibility as required by Section F.2.b.i. of the ITB.

**Project #1**

Project Name: NW 10 Avenue from NW 38<sup>th</sup> Street to Prospect Road

Project Owner's Name: City of Oakland Park

Nature of Work: Roadway Reconstruction, Drainage, Landscape, Irrigation, Mill & Pave

Original Contract Completion Time (Days): 240

Original Contract Completion Date: March 24, 2020

Actual Final Contract Completion Date: March 24, 2020

Original Contract Price \$1,097,693.54

Actual Final Contract Price \$1,233,639

Description and Value of Work Completed by Contractor: Drainage, Excavation, Road Reconstruction

**Project #2**

Project Name: NE Andrews Avenue Roadway Improvement

Project Owner's Name: City of Oakland Park

Nature of Work: Roadway Reconstruction, Drainage, Landscape, Irrigation, Mill & Pave

Original Contract Completion Time (Days): 180

**Original Contract Completion Date: January 26, 2019**

**Actual Final Contract Completion Date: March 26, 2019**

Original Contract Price \$1,776,694.29

Actual Final Contract Price \$1,846,205.11

Description and Value of Work Completed by Contractor: Drainage, Excavation, Road Reconstruction

**Project #3**

Project Name: Commercial Blvd Forcemain Replacement

Project Owner's Name: City of Tamarac

Nature of Work: Forcemain Installation, Roadway Reconstruction, Mill & Pave

Original Contract Completion Time (Days): 130

Original Contract Completion Date: 7/31/2021

Actual Final Contract Completion Date: 8/14/2021

Original Contract Price \$384,264.44

Actual Final Contract Price \$366,276.66

Description and Value of Work Completed by Contractor: Forcemain Installation, Roadway Reconstruction, Mill & Pave

During the City's due diligence and review of Project #1, Project #2, and Project #3 from Stanford Construction Co., the City determined the following:

### **Project #1**

1. The City reviewed the line items for this project, Project #1, and out of this \$1.2 million-dollar project only Pay Item Number 425-1701 in the amount of \$16,036, Pay Item Number B24 in the amount of \$1,773.60, and Pay Item Number B25 in the amount of \$3,187.06 are storm drainage line items, which totals less than \$21,000.

The ITB is for a storm drainage project. \$21,000 is less than "\$200,000 each or more, and of similar complexity and scope." Project #1 does not establish similar complexity and scope in terms of the amount of pipe and size of storm pipe as required per the ITB. Thus, Stanford Construction Co. failed to provide the City sufficient evidence with its bid, showing this project, Project #1, satisfies Section F.2.b.i. of the ITB.

### **Project #2**

2. The City reviewed the City of Oakland Park, Florida's City Commission Agenda Item No. 17 along with the supporting documents that were for this project, Project #2. Based upon this agenda item, it reads: "The current project scope and line item quantities takes into account the improvements performed by Broward County which resulted in a decrease of several line item quantities such as sidewalk construction, ADA improvements, demolition, and the installation of various drainage infrastructure components by the County." More specifically, the PowerPoint presentation that accompanied this agenda item, identifies "work completed by Broward County are the sidewalks, curbing, drainage, ADA ramps".

The ITB is for a storm drainage project. Based upon the work completed by Broward County for this project, Project #2, the changed scope excludes drainage. In addition, this project, Project #2, that Stanford Construction Co. submitted falls outside of the three-year timeframe as required by Section F.2.b.i. because its "Actual Final Contract Completion Date March 26, 2019". Project #2 does not establish similar complexity and scope in terms of the amount of pipe and size of storm pipe as required per the ITB. Thus, Stanford Construction Co. failed to provide the City sufficient evidence, showing this project, Project #2, satisfies Section F.2.b.i. of the ITB.

### **Project #3**

3. Based upon Stanford Construction Co.'s narrative of this project, Project #3 as submitted was not a drainage project. Stanford Construction Co.'s nature of work and description for this project, Project #3, does not indicate anywhere that this is a drainage project. It appears to be a forcemain installation, roadway reconstruction, mill and pavement.

The ITB is for a storm drainage project. Thus, Stanford Construction Co. failed to provide the City sufficient evidence with its bid, showing this project, Project #3, satisfies Section F.2.b.i. of the ITB.

Based upon Stanford Construction Co.'s bid/submission of Project #1, Project #2, and Project #3, the three projects failed to show "[E]vidence that Bidder was the Prime Contractor on three (3) projects completed (final completion) within the last three (3) years" because Project #2 was completed in March 26, 2019. "Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope." as required by the Section F.2.b.i. of the ITB because Project #1, Project #2 and Project #3 failed to provide sufficient evidence satisfying the "two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope" requirement. Thus, Stanford Construction Co. was deemed non-responsible because of its "Prior Project Experience and References" submission.

**Assertion B.** The City of Pompano Beach Failed to Carry Out the Intent of the Competitive Bid Statues and the Express Intent of the Bid Documents.

**Assertion C.** The City of Pompano Beach's Rejection of Stanford's Bid was Contrary to Competition and Arbitrary and Capricious.

**Response to Assertion B & C.**

The City followed its procurement process in accordance with all Florida statues, City policies and procedures by releasing the ITB through IonWave, its third-party electronic system, which allowed the same notice and same opportunity to the public for the City's procurement need (fair, open and competitive). All bids were reviewed by the City's Engineering Department in accordance with the ITB for responsibility, and the lowest responsive and lowest responsible bidder was recommended for award based upon the review of each bid in accordance with the ITB.

Other concerns with the Stanford Construction Co.'s bid were the following:

1. As a recap, three bidders responded to the ITB. Stanford Construction Co.'s bid reflects its Substantial Project Completion as 365 days and its Final Project Completion as 395 days. Man-Con Incorporated's bid reflects its Substantial Project Completion as 183 days and its Final Project Completion as 30 days, and Lanzo Construction Co.'s bid reflects the Substantial Project Completion as 270 days and the Final Project Completion as 300 days. Stanford Construction Co.'s bid reflects a significantly longer time period than the other two bidders. Based upon this fact, Stanford Construction Co.'s Substantial Project Completion and Final Project Completion were significantly longer than the other bidders, which calls into question Stanford Construction Co.'s understanding of the scope for the ITB.

The ITB on page 27 reads:

Substantial Project Completion

Provide the number of calendar days that the construction of the Project will be substantially complete after the date when the Contract Time commences to run as provided in the general conditions.

Final Project Completion

Provide the number of calendar days, after the substantial completion date, that the construction of the Project will be completed and ready for final payment.

2. Stanford Construction Co.'s bid reflects a much higher "unit pricing" for certain line items, such as but not limited to, Line 18 for Open Cut Pavement Trench Repair (24"-30" RCP Drainage Pipe), which creates inflated pricing, causing an unbalanced bid. For instance, Stanford Construction Co.'s Line 18 reflects a unit price of \$747.59 while the lowest responsive and lowest responsible bidder reflects a unit price for Line 18 as \$80.



The ITB is for a storm drainage project. Line 18 is for drainage piping, which significantly impacts the ITB's scope.

These were concerns during the responsibility review because they call into question Stanford Construction Co.'s understanding of the project scope in the ITB, thus, lending to the submission for price changes (change orders).

In summary, I have reviewed your assertions regarding this ITB. For the reasons provided herein, my determination is that the protest does not have merit. The evaluation process was not arbitrary nor capricious, and it did not give any bidder an unfair, competitive advantage. I support the Engineering Department's recommendation for award based upon its responsibility review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carla R. Byrd', with a stylized flourish at the end.

Carla R. Byrd, CPPO, CPPB, JD, MBA  
General Services Director

c: Mark Berman, City Attorney  
John Sfiropoulos, City Engineer  
Tammy L. Good, Capital Improvement Plan Manager  
Jeff English, Purchasing Agent

Enclosures



*Reply to:*  
JASON D. KATZ  
Board Certified Construction Attorney  
3325 S. University Drive, Suite 210  
Davie, Florida 33328  
Telephone: (954) 494-5732  
Facsimile: (954) 589-0798  
jason@JKatzlaw.com

February 24, 2023

**VIA Hand Delivery**

General Services Director  
City of Pompano Beach  
1190 N.E. 3<sup>rd</sup> Avenue, Building C  
Pompano Beach, FL 33060

**Re: My Client: Stanford Construction Co.  
Project: Kendall Lake Stormwater Improvements Project**

**BID PROTEST  
PROTEST OF INVITATION TO BID E-33-22**

Dear General Services Director:

Please be advised that the law firm of Jason D. Katz, P.A. represents Stanford & Sons Trucking Corporation d/b/a Stanford Construction Co. ("Stanford") with regard to the above caption Project. Stanford protests the award of Invitation to Bid E-33-22 to Man-Con Incorporated.

**Protest Information**

- a. Protester: Stanford & Sons Trucking Corporation  
d/b/a Stanford Construction Co.  
1081 NW 12 Terrace  
Pompano Beach, FL 33069
  
- b. Interested Party: Stanford is an interested party because it is an actual bidder whose economic interests are directly affected by the award of the contract.
  
- c. Timeliness of Protest: This protest is timely. It is made within five (5) days after the posting of the bid tabulation disqualifying Stanford.

The City of Pompano Beach's decision to reject Stanford's bid and accept Man-Con Incorporated's significantly higher bid violates Florida law. Stanford's \$4,341,862.13 bid was responsive and Stanford is a responsible bidder.

*A. Stanford is a responsible bidder.*

Stanford's bid was incorrectly rejected. The City of Pompano Beach stated that based on "section F.2.b, of the ITB, Stanford Construction Company is deemed non-responsible for not having performed similar type work in complexity and value." This is incorrect.

Section F.2.b. of the ITB provides the prior project experience for each bidder to be considered responsible. The ITB states:

Bidder must provide the following verifiable information with the bid at the time it is submitted:

- i. Evidence that Bidder was the Prime Contractor on three (3) projects completed (final completion) within the last three (3) years. Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars (\$200,000.00) each or more, and of similar complexity and scope.
- ii. Bidder must describe the following: 1) the project and the work actually completed by Bidder, 2) how the referenced project relates to this ITB, and 3) the amount paid to Bidder for the work completed; and
- iii. At least one verifiable client reference for each project described previously. Bidder must provide the client name, client phone number, and client e-mail address for each project. If the Bidder has done work for the City, the City may at its discretion rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.
- iv. If the Bidder fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Bidder nonresponsible.
- v. The City reserves the right, at its sole discretion, to deem a Bidder's response nonresponsible and reject it if the references submitted do not conform to the above, or the references are deemed unsatisfactory to the City.

Stanford provided three public projects where it was the prime contractor. Each project exceeded \$200,000.00 in amount. These projects were also similar in complexity.

These are all public projects, so there is no reason that the City of Pompano Beach could not have confirmed the scope and price of these projects with a simple public records request under Chapter 119, Florida Statutes.

The similarities in complexity with the reference job: NE Andrews Ave Roadway Improvement

1. The NE Andrews job included drainage work similar to this Project.
2. The NE Andrews job included Asphalt Paving work similar to this Project
3. The NE Andrews job included Swale grading work similar to this Project
4. The NE Andrews job included MOT work similar to this Project
5. The NE Andrews job included Landscaping work similar to this Project

The similarities in complexity with the reference job: NW 10<sup>th</sup> Ave From 38<sup>th</sup> St to Prospect Rd

1. The NW 10<sup>th</sup> Ave job included drainage work similar to this Project.
2. The NW 10<sup>th</sup> Ave job included Asphalt Paving work similar to this Project
3. The NW 10<sup>th</sup> Ave job included Swale grading work similar to this Project
4. The NW 10<sup>th</sup> Ave job included MOT work similar to this Project
5. The NW 10<sup>th</sup> Ave job included Landscaping work similar to this Project

The similarities in complexity with the reference job: Commercial Blvd Forcemain Replacement

1. The Commercial Blvd job included Sewer Main replacement work similar to this Project.
2. The Commercial Blvd job included Asphalt Paving work similar to this Project
3. The Commercial Blvd job included Swale grading work similar to this Project
4. The Commercial Blvd job included MOT work similar to this Project

Stanford met all of the responsibility requirements in the bid documents. If the City of Pompano Beach had not improperly determined that Stanford was non-responsible, Stanford would have been the low-bidder and entitled to the contract award. Stanford's bid was \$4,341,862.13 which was lower than the next lowest bid by \$823,244.02 – a significant savings.

*B. The City of Pompano Beach Failed to Carry Out the Intent of the Competitive Bid Statutes and the Express Intent of the Bid Documents.*

The City of Pompano Beach erred in selecting Man-Con Incorporated where it was not the lowest responsible bidder. There is a great public interest in ensuring that contracts are awarded to effectuate the intent of the competitive bid laws. Engineering Contractors of South Florida, Inc. v. Broward County, 789 So. 2d 445 (Fla. 4<sup>th</sup> DCA 2001). "Florida's competitive bid statutes are enacted for the protection of the public. They create a system by which goods or services required by public authorities may be acquired at the lowest

possible cost.” Marriott Corp. v. Metro. Dade County, 383 So. 2d 662, 665 (Fla. 3d DCA 1980). “Competitive bidding statutes are enacted for the protection of the public... The bidder is assured fair consideration of his offer and is guaranteed the contract if his is the lowest and best bid received.” Emerald Correctional Management v. Bay County Bd. Of County Com’rs., 955 So.2d 647, 652 (Fla. 1 DCA 2007). Although a public authority has wide discretion in award of contracts in competitive bidding, the discretion must be exercised based upon clearly defined criteria. City of Sweetwater v. Solo Const. Corp., 823 So.2d 798 (Fla. 3d DCA 2002).

The City of Pompano Beach created a competitive bidding scenario contrary to the intent of the public bidding statutes and its own express intent. Stanford met the criteria for responsibility as stated in the bid package. The City of Pompano Beach picked a contractor that had a price which exceeded Stanford’s by \$823,244.02. Public welfare dictates that The City of Pompano Beach obtain the desired construction at the lowest possible cost. It would be in the best interest of The City of Pompano Beach and the taxpayers to award this contract to Stanford – while saving \$823,244.02. Failure to award the contract to Stanford constitutes reversible error and an extreme misuse of public funds.

C. *The City of Pompano Beach’s Rejection of Stanford’s Bid was Contrary to Competition and Arbitrary and Capricious.*

Stanford’s bid should not have been rejected because the decision stifled competition and was arbitrary and capricious. A bid is wrongly rejected where it was contrary to competition or arbitrary and capricious. Expertech Network Installation, Inc. v. Cape Coral, 2007 WL 3375824 (Fla. Div. Admin. Hrgs. 2007) citing Miami-Dade County School Board v. Ruiz School Bus Service, Inc., 874 So. 2d 59 \*Fla. 3d DCA 2004).

The rejection based on Stanford allegedly being not responsible is contrary to competition. A bid award is which is contrary to competition is one which: (1) creates the appearance of an opportunity for favoritism; (2) erodes public confidence that contracts are awarded equitably and economically; (3) causes the procurement process to be genuinely unfair or unreasonable; or (4) are unethical, dishonest, illegal, or fraudulent. Sunshine Towing @ Broward, Inc. v. Department of Transportation, 2010 WL 141770 (Fla. Div. Admin. Hrgs. 2010) (citing R.N. Expertise, Inc. v. Miami-Dade County School Bd., Case No. 01-2663BID (Fla. Div. Admin. Hrgs. 2002) and E-Builder v. Miami-Dade County School Bd., 2003 WL 22347989 (Fla. Div. Admin. Hrgs. 2003).

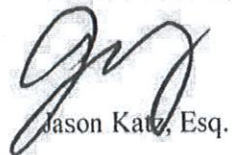
There were only three bidders. Removing Stanford left only two responsible bidders. This gives the appearance of an opportunity for favoritism. The award went to Man-Con Incorporated, which was not the lowest bidder. Knowledge of this fact would erode public confidence that contracts are awarded equitably and economically. Additionally, disqualifying Stanford makes for an unfair and unreasonable procurement process. In public procurement there should be competition ensuring that the public

receives good value. In this case, the public did not receive fair value due to the lack of competition.

For the foregoing reasons, the City of Pompano Beach is obligated to settle and resolve this protest by awarding the contract to Stanford.

Sincerely yours,

**JASON D. KATZ, P.A.**



Jason Katz, Esq.

Cc: Stanford Construction Co.

**Event Number** E-33-22

**Event Title** Kendall Lakes Stormwater Improvements Project {Surtax Funded Project}

**Event Type** ITB

**Issue Date** 12/1/2022 05:18:02 PM (ET)

**Close Date** 1/19/2023 02:00:00 PM (ET)

| Responding Supplier  | City            | State | Response Submitted         | Lines Responded | Response Total |
|--|-----------------|-------|----------------------------|-----------------|----------------|
| Stanford Construction Company (Stanford & Sons Trucking Corporation) | Pompano Beach   | FL    | 1/19/2023 12:03:07 PM (ET) | 64              | \$4,341,862.13 |
| Man-Con Incorporated   | Deerfield Beach | FL    | 1/19/2023 12:17:47 PM (ET) | 64              | \$5,165,106.15 |
| Lanzo Construction Company (Lanzo Construction Co., Florida)         | Deerfield Beach | FL    | 1/19/2023 01:31:15 PM (ET) | 64              | \$5,739,235.00 |

| Line | Description   | QTY   | UOM | Stanford Construction Company (Stanford & Sons Trucking Corporation) |      |              | Man-Con Incorporated |      |              | Lanzo Construction Company (Lanzo Construction Co., Florida) |      |              |
|------|---|-------|-----|--|------|--------------|----------------------|------|--------------|--|------|--------------|
|      |   |       |     | Total Price  | Unit | Extended     | Total Price          | Unit | Extended     | Total Price  | Unit | Extended     |
|      |   |       |     | \$4,341,862.13   |      |              | \$5,165,106.15       |      |              | \$5,739,235.00   |      |              |
| 1    | Site Mobilization/ Demobilization                                       | 1     | LS  | \$203,560.50   |      | \$203,560.50 | \$300,000.00         |      | \$300,000.00 | \$315,000.00   |      | \$315,000.00 |
| 2    | Bonds and Insurance   | 1     | LS  | \$116,245.25   |      | \$116,245.25 | \$25,000.00          |      | \$25,000.00  | \$35,000.00  |      | \$35,000.00  |
| 3    | Maintenance of Traffic  | 1     | LS  | \$55,460.32  |      | \$55,460.32  | \$45,000.00          |      | \$45,000.00  | \$50,000.00  |      | \$50,000.00  |
| 4    | As-Built Record Drawings  | 1     | LS  | \$30,690.00  |      | \$30,690.00  | \$65,000.00          |      | \$65,000.00  | \$60,000.00  |      | \$60,000.00  |
| 5    | NPDES Permit/Erosion Protection Measures/Turbidity Barriers             | 1     | LS  | \$95,070.36  |      | \$95,070.36  | \$40,000.00          |      | \$40,000.00  | \$70,000.00  |      | \$70,000.00  |
| 6    | Professional Video Construction Photographs                             | 1     | LS  | \$6,024.55   |      | \$6,024.55   | \$7,500.00           |      | \$7,500.00   | \$7,000.00   |      | \$7,000.00   |
| 7    | Concrete Sidewalk Restoration 4" thick                                  | 150   | SF  | \$29.91  |      | \$4,486.50   | \$30.00              |      | \$4,500.00   | \$20.00  |      | \$3,000.00   |
| 8    | Milling Existing Asphalt Pavement (1" Avg. Depth) and Hauloff           | 11250 | SY  | \$3.42   |      | \$38,475.00  | \$4.00               |      | \$45,000.00  | \$4.00   |      | \$45,000.00  |
| 9    | 1" SP 9.5 Asphalt Overlay   | 640   | TON | \$170.94   |      | \$109,401.60 | \$220.00             |      | \$140,800.00 | \$240.00   |      | \$153,600.00 |
| 10   | Asphalt Driveway Apron Replacement                                      | 3400  | SF  | \$12.10  |      | \$41,140.00  | \$27.00              |      | \$91,800.00  | \$12.00  |      | \$40,800.00  |
| 11   | Brick Driveway Apron Replacement  | 650   | SF  | \$26.73  |      | \$17,374.50  | \$48.00              |      | \$31,200.00  | \$45.00  |      | \$29,250.00  |
| 12   | Concrete Driveway Apron Replacement                                     | 160   | SF  | \$33.57  |      | \$5,371.20   | \$47.00              |      | \$7,520.00   | \$30.00  |      | \$4,800.00   |
| 13   | Concrete Curb Removal and Replacement                                   | 10    | LF  | \$121.46   |      | \$1,214.60   | \$59.00              |      | \$590.00     | \$300.00   |      | \$3,000.00   |
| 14   | Curb Ramp with ADA- Compliant Tactile Surface Mat per FDOT Index 522    | 1     | EA  | \$4,899.55   |      | \$4,899.55   | \$1,641.00           |      | \$1,641.00   | \$2,700.00   |      | \$2,700.00   |
| 15   | Remove Existing Pavement Install Sod                                    | 45    | SY  | \$127.68   |      | \$5,745.60   | \$71.00              |      | \$3,195.00   | \$95.00  |      | \$4,275.00   |
| 16   | Pavement Markings   | 1     | LS  | \$7,348.95   |      | \$7,348.95   | \$9,190.00           |      | \$9,190.00   | \$15,000.00  |      | \$15,000.00  |
| 17   | Open Cut Pavement Trench Repair (15"-18" RCP Drainage Pipe)             | 7000  | LF  | \$36.72  |      | \$257,040.00 | \$44.00              |      | \$308,000.00 | \$65.00  |      | \$455,000.00 |
| 18   | Open Cut Pavement Trench Repair (24"-30" RCP Drainage Pipe)             | 30    | LF  | \$747.59   |      | \$22,427.70  | \$80.00              |      | \$2,400.00   | \$630.00   |      | \$18,900.00  |
| 19   | Open Cut Pavement Trench Repair (48" RCP; 38" x 60" ERCP Drainage Pipe) | 420   | LF  | \$63.34  |      | \$26,602.80  | \$50.00              |      | \$21,000.00  | \$135.00   |      | \$56,700.00  |
| 20   | Core Connect to Existing Drainage Structure                             | 7     | EA  | \$3,693.73   |      | \$25,856.11  | \$4,363.00           |      | \$30,541.00  | \$1,500.00   |      | \$10,500.00  |
| 21   | Type C Drainage Inlet w/Casting   | 22    | EA  | \$4,770.97   |      | \$104,961.34 | \$5,643.00           |      | \$124,146.00 | \$6,000.00   |      | \$132,000.00 |
| 22   | Type C Drainage Inlet w/Casting PRB                                     | 17    | EA  | \$9,302.43   |      | \$158,141.31 | \$6,075.00           |      | \$103,275.00 | \$6,500.00   |      | \$110,500.00 |
| 23   | Type E Drainage Inlet w/Casting Weir / PRB                              | 8     | EA  | \$8,887.26   |      | \$71,098.08  | \$9,704.00           |      | \$77,632.00  | \$8,800.00   |      | \$70,400.00  |



|    |  |       |     |             |                |             |                |             |                |
|----|--|-------|-----|-------------|----------------|-------------|----------------|-------------|----------------|
| 24 | 8' Diameter Conflict Manhole w/Casting Weir                              | 1     | EA  | \$18,062.21 | \$18,062.21    | \$28,217.00 | \$28,217.00    | \$26,000.00 | \$26,000.00    |
| 25 | 8' Diameter Type J Structure w/ Inlet Casting /PRB                       | 1     | EA  | \$17,465.57 | \$17,465.57    | \$33,692.00 | \$33,692.00    | \$22,000.00 | \$22,000.00    |
| 26 | 6' Diameter Manhole w/Casting  | 4     | EA  | \$8,516.52  | \$34,066.08    | \$26,728.00 | \$106,912.00   | \$18,000.00 | \$72,000.00    |
| 27 | 6' Diameter Type J Structure w/Inlet Casting                             | 1     | EA  | \$7,340.37  | \$7,340.37     | \$17,357.00 | \$17,357.00    | \$14,000.00 | \$14,000.00    |
| 28 | 6' Diameter Type J Structure w/ Inlet Casting /PRB                       | 1     | EA  | \$7,340.37  | \$7,340.37     | \$18,837.00 | \$18,837.00    | \$17,000.00 | \$17,000.00    |
| 29 | 5' Diameter Manhole w/Casting  | 6     | EA  | \$8,103.18  | \$48,619.08    | \$10,990.00 | \$65,940.00    | \$10,000.00 | \$60,000.00    |
| 30 | 5' Diameter Manhole w/Casting Weir / PRB                                 | 6     | EA  | \$7,555.02  | \$45,330.12    | \$15,790.00 | \$94,740.00    | \$12,000.00 | \$72,000.00    |
| 31 | 5' Diameter Type J Structure w/ Inlet Casting                            | 1     | EA  | \$6,057.84  | \$6,057.84     | \$10,229.00 | \$10,229.00    | \$8,800.00  | \$8,800.00     |
| 32 | 4' Diameter Manhole w/Casting  | 11    | EA  | \$8,013.65  | \$88,150.15    | \$8,893.00  | \$97,823.00    | \$8,200.00  | \$90,200.00    |
| 33 | Remove Existing Drainage Structure                                       | 2     | EA  | \$584.63    | \$1,169.26     | \$3,013.00  | \$6,026.00     | \$5,200.00  | \$10,400.00    |
| 34 | 15" RCP Drainage Pipe  | 885   | LF  | \$114.20    | \$101,067.00   | \$229.39    | \$203,010.15   | \$210.00    | \$185,850.00   |
| 35 | 18" RCP Drainage Pipe  | 725   | LF  | \$115.22    | \$83,534.50    | \$288.00    | \$208,800.00   | \$180.00    | \$130,500.00   |
| 36 | 24" RCP Drainage Pipe  | 40    | LF  | \$169.17    | \$6,766.80     | \$262.00    | \$10,480.00    | \$345.00    | \$13,800.00    |
| 37 | 30" RCP Drainage Pipe  | 20    | LF  | \$308.63    | \$6,172.60     | \$655.00    | \$13,100.00    | \$680.00    | \$13,600.00    |
| 38 | 48" RCP Drainage Pipe  | 1200  | LF  | \$347.77    | \$417,324.00   | \$535.00    | \$642,000.00   | \$520.00    | \$624,000.00   |
| 39 | 38" x 60" ERCP Drainage Pipe   | 80    | LF  | \$522.22    | \$41,777.60    | \$815.00    | \$65,200.00    | \$775.00    | \$62,000.00    |
| 40 | 15" Slotted RCP w/ 4' x 4' Exfiltration Trench                           | 250   | LF  | \$215.63    | \$53,907.50    | \$162.00    | \$40,500.00    | \$300.00    | \$75,000.00    |
| 41 | 18" Slotted RCP w/ 4' x 4' Exfiltration Trench                           | 5200  | LF  | \$202.40    | \$1,052,480.00 | \$215.00    | \$1,118,000.00 | \$300.00    | \$1,560,000.00 |
| 42 | 30" Slotted RCP w/ 5' x 5' Exfiltration Trench                           | 250   | LF  | \$296.20    | \$74,050.00    | \$336.00    | \$84,000.00    | \$450.00    | \$112,500.00   |
| 43 | Outfall - 64LF-48" CAP, Bank Regrading, Restoration (C-21)               | 1     | LS  | \$41,744.82 | \$41,744.82    | \$65,000.00 | \$65,000.00    | \$90,000.00 | \$90,000.00    |
| 44 | Clean Desilt Existing Drainage Pipe                                      | 1100  | LF  | \$11.41     | \$12,551.00    | \$15.13     | \$16,643.00    | \$18.00     | \$19,800.00    |
| 45 | Connect to Existing Drainage Pipe w/Concrete Collar                      | 17    | EA  | \$2,284.36  | \$38,834.12    | \$5,406.00  | \$91,902.00    | \$3,300.00  | \$56,100.00    |
| 46 | Swale Grading Sod  | 17800 | SY  | \$22.03     | \$392,134.00   | \$11.00     | \$195,800.00   | \$11.00     | \$195,800.00   |
| 47 | Realign Existing WM around Structure D-63, (2) 8" Line Stops (Dwg. C-20) | 1     | LS  | \$8,967.05  | \$8,967.05     | \$55,000.00 | \$55,000.00    | \$30,000.00 | \$30,000.00    |
| 48 | Remove Dispose of Trees  | 8     | EA. | \$1,829.26  | \$14,634.08    | \$3,500.00  | \$28,000.00    | \$1,500.00  | \$12,000.00    |
| 49 | Tree Protection  | 1     | LS  | \$13,868.13 | \$13,868.13    | \$25,000.00 | \$25,000.00    | \$22,000.00 | \$22,000.00    |

|    |  |    |     |              |              |              |              |              |              |
|----|--|----|-----|--------------|--------------|--------------|--------------|--------------|--------------|
| 50 | Landscape (Tree) Installation w/ Bubbler, Including Maintenance  | 23 | EA. | \$240.18     | \$5,524.14   | \$1,969.00   | \$45,287.00  | \$1,200.00   | \$27,600.00  |
| 51 | Remove Reinstall Existing Traffic Sign   | 7  | EA. | \$304.39     | \$2,130.73   | \$459.00     | \$3,213.00   | \$525.00     | \$3,675.00   |
| 52 | Furnish Install New Traffic Sign w/ New Sign Post  | 1  | EA. | \$385.00     | \$385.00     | \$459.00     | \$459.00     | \$1,000.00   | \$1,000.00   |
| 53 | Remove Replace Existing Chainlink Fence (Dwg. C-22)  | 50 | LF  | \$95.74      | \$4,787.00   | \$94.00      | \$4,700.00   | \$155.00     | \$7,750.00   |
| 54 | Relocate Mailbox   | 15 | EA. | \$238.75     | \$3,581.25   | \$178.00     | \$2,670.00   | \$170.00     | \$2,550.00   |
| 55 | Flowable Fill  | 75 | CY  | \$232.48     | \$17,436.00  | \$345.00     | \$25,875.00  | \$585.00     | \$43,875.00  |
| 56 | Replace Sanitary Sewer Laterals  | 20 | EA. | \$2,668.52   | \$53,370.40  | \$300.00     | \$6,000.00   | \$4,800.00   | \$96,000.00  |
| 57 | Replace Existing Sanitary Sewer Main with DIP at Proposed Drainage Crossing                                      | 6  | EA. | \$2,943.52   | \$17,661.12  | \$6,964.00   | \$41,784.00  | \$8,000.00   | \$48,000.00  |
| 58 | Concrete Wall Modification (Dwg. C-35)   | 1  | LS  | \$11,717.05  | \$11,717.05  | \$36,000.00  | \$36,000.00  | \$30,000.00  | \$30,000.00  |
| 59 | Furnish Install 4' Wide, 6' High Chainlink Swing Gate w/Locking Hardware (includes connection to existing fence) | 1  | LS  | \$2,118.52   | \$2,118.52   | \$1,969.00   | \$1,969.00   | \$6,000.00   | \$6,000.00   |
| 60 | Miscellaneous Restoration  | 1  | LS  | \$11,090.85  | \$11,090.85  | \$1.00       | \$1.00       | \$15,000.00  | \$15,000.00  |
| 61 | Existing Utility Relocation/Coordination w/Existing Utility Companies  | 1  | AL  | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 | \$150,000.00 |
| 62 | Furnish Landscape (Tree) Material  | 1  | AL  | \$15,000.00  | \$15,000.00  | \$15,000.00  | \$15,000.00  | \$15,000.00  | \$15,000.00  |
| 63 | Permit Fees Allowance  | 1  | AL  | \$5,000.00   | \$5,000.00   | \$5,000.00   | \$5,000.00   | \$5,000.00   | \$5,000.00   |
| 64 | Indemnification  | 1  | EA. | \$10.00      | \$10.00      | \$10.00      | \$10.00      | \$10.00      | \$10.00      |

| Line | Attribute Name   | Stanford Construction Company (Stanford & Sons Trucking Corporation) | Man-Con Incorporated | Lanzo Construction Company (Lanzo Construction Co., Florida) |
|------|--|--|----------------------|--|
| 1    | Substantial Project Completion   | 365  | 183                  | 270  |
| 2    | Final Project Completion   | 395  | 30                   | 300  |
| 3    | Conflict of Interest   | No   | No                   | No   |
| 4    | Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount) | Certified  | Certified            | Certified  |
| 5    | Drug-Free Workplace  | Yes  | Yes                  | Yes  |
| 6    | Acknowledgement of Addenda   | Yes  | Yes                  | Yes  |
| 7    | Terms & Conditions   | Agree  | Agree                | Agree  |

**10. Qualifications Of Bidders**

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as detailed under Bidder's Responsiveness and Responsibility section of the solicitation (or in SUPPLEMENTARY CONDITIONS). Each response must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a Contractor?  
\_\_\_\_\_

10.2 State of Florida Contractor's license # CUC1224192  
Contractor License Types Certified Excavation Contractor

Broward County Certificate of Competency #: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?  
No  
\_\_\_\_\_

10.4 Have you personally inspected the proposed work and have you a complete plan for its performance?  
Yes  
\_\_\_\_\_

10.5 Will you sub-contract any part of this work? Yes Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

| CLASSIFICATION OF WORK | NAME AND ADDRESS OF SUBCONTRACTOR                                      |
|------------------------|--|
| <u>Survey</u>          | <u>Compass Point Surveyor, 3350 NW 22 Terrace, Pompano Beach</u>       |
| <u>Trucking</u>        | <u>A.Falero 10420 SW 77th Ave, Pinecrest</u>                           |
| <u>Testing</u>         | <u>Federal Testing &amp; Engineering 3370 NE 5th Ave, Oakland Park</u> |
| <u>MOT</u>             | <u>MOT Plans 631 NE 45 Street, Oakland Park</u>                        |

(Submit any additional contractors to be used on a separate sheet.)

10.6 The following information shall be provided for this project:

- (a) Estimated total construction manhours 38,500
- (b) Percent manhours to be performed by Contractor's permanent staff 32,000
- (c) Percent manhours to be performed by direct hire employees \_\_\_\_\_
- (d) Percent manhours to be performed by Subcontractors 6,500

10.7 Equipment

10.8 What equipment do you own that is available for the proposed work?

Excavators, Mini Excavators, Wheel Loaders, Compactors, Skid Steer, Dump Trucks

10.9 What equipment will you rent for the proposed work?

Wellpoint Pumps.

10.10 What equipment will you purchase for the proposed work?

None

11 List all work of similar type, complexity, and comparable value as requested under the Bidder's Responsiveness and Responsibility, Responsibility Documentation, Paragraph 2 Prior Project Experience and References of the solicitation. (Attach additional information on separate sheet)

Project #1

Project Name NW 10 Ave from NW 38th St to Prospect Road

Project Owner's Name City of Oakland Park

Owner's Address 3650 NE 12th Ave, Oakland Park

Phone Number 954-630-4343 Email address brynt.johnson@oaklandparkfl.gov

Contact information for the Project (if different from above)

Contact Person                      Phone Number                      Email Address

Nature of Work Roadway Reconstruction, Drainage, Landscape, Irrigation, Mill & Pave

Bidder Company Name Stanford Construction

Original Contract Completion Time (Days) 240

Original Contract Completion Date March 24, 2020

Actual Final Contract Completion Date March 24, 2020

Original Contract Price 1,097,693.54

Actual Final Contract Price 1,233,639

Description and Value of Work Completed by Contractor Drainage, Excavation, Road Reconstruction

Description and Value of Work Completed by Subcontractors Irrigation, Landscape, Mill & Pave

Project #2

Project Name NE Andrews Ave Raodway Improvement

Project Owner's Name City of Oakland Park

Owner's Address 3650 NE 12th Ave, Oakland Park

Phone Number 954-630-4343 Email address brynt.johnson@oaklandparkfl.gov

Contact information for the Project (if different from above)

Contact Person                      Phone Number                      Email Address

Nature of Work Roadway Reconstruction, Drainage, Landscape, Irrigation, Mill & Pave

Original Contract Completion Time (Days) 180

Original Contract Completion Date January 26, 2019

Actual Final Contract Completion Date March 26, 2019

Original Contract Price 1,776,694.29

Actual Final Contract Price 1,846,205.11

Description and Value of Work Completed by Contractor Roadway Reconstruction, Drainage,

Description and Value of Work Completed by Subcontractors \_\_\_\_\_

**Landscape, Irrigation, Mill & Pave**

Project #3

Project Name **Commercial Blvd Forcemain Replacement**

Project Owner's Name **City of Tamarac**

Owner's Address **7525 NW 88th Ave, Tamarac**

Phone Number **(954) 597-3704** Email address **Christopher.Lyle@tamarac.org>**

Contact information for the Project (if different from above)

Contact Person                      Phone Number                      Email Address

Nature of Work **Forcemain Installation, Roadway Reconstruction, Mill & Pave**

Original Contract Completion Time (Days) **130**

Original Contract Completion Date **7/31/2021**

Actual Final Contract Completion Date **8/14/2021**

Original Contract Price **384,264.44**

Actual Final Contract Price **366,276.66**

Description and Value of Work Completed by Contractor \_\_\_\_\_

**Forcemain Installation, Roadway Reconstruction**

Description and Value of Work Completed by Subcontractors **Mill & Pave**



**E-33-22 Addendum 1**  
**Stanford Construction Company**  
**Stanford & Sons Trucking Corporation**  
**Supplier Response**

**Event Information**

Number: E-33-22 Addendum 1

Title: Kendall Lakes Stormwater Improvements Project {Surtax Funded Project}

Type: Invitation To Bid

Issue Date: 12/1/2022

Deadline: 1/19/2023 02:00 PM (ET)

Notes:

The City of Pompano Beach (the "City") will receive sealed bids for Invitation to Bid (ITB) **E-33-22, Kendall Lakes Stormwater Improvements Project (Surtax Funded Project)** until **2:00:00 p.m. (local), January 19, 2023.** Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidder must be registered on the City's eBid System in order to view the ITB documents and respond to this ITB. The solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder



receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/meetings> to find the zoom link

## **Contact Information**

Contact: Jeff English  
Address: Purchasing  
1190 NE 3rd Avenue  
Building C  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Fax: (954) 786-4168  
Email: [purchasing@copbfl.com](mailto:purchasing@copbfl.com)

## Stanford Construction Company Information

Address: 1081 NW 12th Terrace  
Pompano Beach, FL 33069

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Stanford Amritt

Signature

Submitted at 1/19/2023 12:03:07 PM (ET)

s.amritt@stanfordcc.com

Email

## Requested Attachments

### Qualification of Bidders Form

Qualification of Bidders Form - Large Construction-1.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

## Response Attachments

### Bid Bond.pdf

Bid Bond

### Sunup CBE LOI.pdf

CBE Letter of Intent

## Bid Attributes

### 1 Substantial Project Completion

Provide the number of calendar days that the construction of the Project will be substantially complete after the date when the Contract Time commences to run as provided in the general conditions.

365

### 2 Final Project Completion

Provide the number of calendar days, after the substantial completion date, that the construction of the Project will be completed and ready for final payment.

395

### 3 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

No

**4 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)**

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified (Certified)

**5 Drug-Free Workplace**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors 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 employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

**6 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes (Yes)

**7 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree (Agree)

**Bid Lines**

**1 Site Mobilization/ Demobilization**

Quantity:   1   UOM:   LS   Unit Cost:  Total:   
Item Notes: GENERAL - 5% cap per Section 01025

**2 Bonds and Insurance**

Quantity:   1   UOM:   LS   Unit Cost:  Total:   
Item Notes: GENERAL

|           |   |   |   |  |
|-----------|---|---|---|--|
| <b>3</b>  | Maintenance of Traffic  | Quantity: <u>  1  </u> UOM: <u>  LS  </u>   | Unit Cost: <input type="text" value="\$55,460.32"/> | Total: <input type="text" value="\$55,460.32"/>  |
|           | Item Notes: GENERAL   |   |   |  |
| <b>4</b>  | As-Built Record Drawings                                      | Quantity: <u>  1  </u> UOM: <u>  LS  </u>   | Unit Cost: <input type="text" value="\$30,690.00"/> | Total: <input type="text" value="\$30,690.00"/>  |
|           | Item Notes: GENERAL   |   |   |  |
| <b>5</b>  | NPDES Permit/Erosion Protection Measures/Turbidity Barriers   | Quantity: <u>  1  </u> UOM: <u>  LS  </u>   | Unit Cost: <input type="text" value="\$95,070.36"/> | Total: <input type="text" value="\$95,070.36"/>  |
|           | Item Notes: GENERAL   |   |   |  |
| <b>6</b>  | Professional Video & Construction Photographs                 | Quantity: <u>  1  </u> UOM: <u>  LS  </u>   | Unit Cost: <input type="text" value="\$6,024.55"/>  | Total: <input type="text" value="\$6,024.55"/>   |
|           | Item Notes: GENERAL   |   |   |  |
| <b>7</b>  | Concrete Sidewalk Restoration 4" thick                        | Quantity: <u> 150 </u> UOM: <u>  SF  </u>   | Unit Cost: <input type="text" value="\$29.91"/>     | Total: <input type="text" value="\$4,486.50"/>   |
|           | Item Notes: ROADWAY   |   |   |  |
| <b>8</b>  | Milling Existing Asphalt Pavement (1" Avg. Depth) and Hauloff | Quantity: <u> 11250 </u> UOM: <u>  SY  </u> | Unit Cost: <input type="text" value="\$3.42"/>      | Total: <input type="text" value="\$38,475.00"/>  |
|           | Item Notes: ROADWAY   |   |   |  |
| <b>9</b>  | 1" SP 9.5 Asphalt Overlay                                     | Quantity: <u> 640 </u> UOM: <u>  TON  </u>  | Unit Cost: <input type="text" value="\$170.94"/>    | Total: <input type="text" value="\$109,401.60"/> |
|           | Item Notes: ROADWAY   |   |   |  |
| <b>10</b> | Asphalt Driveway Apron Replacement                            | Quantity: <u> 3400 </u> UOM: <u>  SF  </u>  | Unit Cost: <input type="text" value="\$12.10"/>     | Total: <input type="text" value="\$41,140.00"/>  |
|           | Item Notes: ROADWAY   |   |   |  |
| <b>11</b> | Brick Driveway Apron Replacement                              | Quantity: <u> 650 </u> UOM: <u>  SF  </u>   | Unit Cost: <input type="text" value="\$26.73"/>     | Total: <input type="text" value="\$17,374.50"/>  |
|           | Item Notes: ROADWAY   |   |   |  |
| <b>12</b> | Concrete Driveway Apron Replacement                           | Quantity: <u> 160 </u> UOM: <u>  SF  </u>   | Unit Cost: <input type="text" value="\$33.57"/>     | Total: <input type="text" value="\$5,371.20"/>   |
|           | Item Notes: ROADWAY   |   |   |  |
| <b>13</b> | Concrete Curb Removal and Replacement                         | Quantity: <u>  10 </u> UOM: <u>  LF  </u>   | Unit Cost: <input type="text" value="\$121.46"/>    | Total: <input type="text" value="\$1,214.60"/>   |
|           | Item Notes: ROADWAY   |   |   |  |

|        |   |                                       |   |  |
|--------|---|---------------------------------------|---|--|
| 1<br>4 | Curb Ramp with ADA- Compliant Tactile Surface Mat per FDOT Index 522    | Quantity: <u>  1  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$4,899.55"/>  | Total: <input type="text" value="\$4,899.55"/>   |
|        | Item Notes: ROADWAY   |                                       |   |  |
| 1<br>5 | Remove Existing Pavement & Install Sod                                  | Quantity: <u> 45 </u> UOM: <u>SY</u>  | Unit Cost: <input type="text" value="\$127.68"/>    | Total: <input type="text" value="\$5,745.60"/>   |
|        | Item Notes: ROADWAY   |                                       |   |  |
| 1<br>6 | Pavement Markings   | Quantity: <u>  1  </u> UOM: <u>LS</u> | Unit Cost: <input type="text" value="\$7,348.95"/>  | Total: <input type="text" value="\$7,348.95"/>   |
|        | Item Notes: ROADWAY   |                                       |   |  |
| 1<br>7 | Open Cut Pavement Trench Repair (15"-18" RCP Drainage Pipe)             | Quantity: <u>7000</u> UOM: <u>LF</u>  | Unit Cost: <input type="text" value="\$36.72"/>     | Total: <input type="text" value="\$257,040.00"/> |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 1<br>8 | Open Cut Pavement Trench Repair (24"-30" RCP Drainage Pipe)             | Quantity: <u> 30 </u> UOM: <u>LF</u>  | Unit Cost: <input type="text" value="\$747.59"/>    | Total: <input type="text" value="\$22,427.70"/>  |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 1<br>9 | Open Cut Pavement Trench Repair (48" RCP; 38" x 60" ERCP Drainage Pipe) | Quantity: <u> 420 </u> UOM: <u>LF</u> | Unit Cost: <input type="text" value="\$63.34"/>     | Total: <input type="text" value="\$26,602.80"/>  |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 2<br>0 | Core & Connect to Existing Drainage Structure                           | Quantity: <u>  7  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$3,693.73"/>  | Total: <input type="text" value="\$25,856.11"/>  |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 2<br>1 | Type C Drainage Inlet w/Casting   | Quantity: <u> 22 </u> UOM: <u>EA</u>  | Unit Cost: <input type="text" value="\$4,770.97"/>  | Total: <input type="text" value="\$104,961.34"/> |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 2<br>2 | Type C Drainage Inlet w/Casting & PRB                                   | Quantity: <u> 17 </u> UOM: <u>EA</u>  | Unit Cost: <input type="text" value="\$9,302.43"/>  | Total: <input type="text" value="\$158,141.31"/> |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 2<br>3 | Type E Drainage Inlet w/Casting & Weir / PRB                            | Quantity: <u>  8  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$8,887.26"/>  | Total: <input type="text" value="\$71,098.08"/>  |
|        | Item Notes: DRAINAGE  |                                       |   |  |
| 2<br>4 | 8' Diameter Conflict Manhole w/Casting & Weir                           | Quantity: <u>  1  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$18,062.21"/> | Total: <input type="text" value="\$18,062.21"/>  |
|        | Item Notes: DRAINAGE  |                                       |   |  |

|    |  |                                       |   |  |
|----|--|---------------------------------------|---|--|
| 25 | 8' Diameter Type J Structure w/ Inlet & Casting /PRB | Quantity: <u>  1  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$17,465.57"/> | Total: <input type="text" value="\$17,465.57"/>  |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 26 | 6' Diameter Manhole w/Casting                        | Quantity: <u>  4  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$8,516.52"/>  | Total: <input type="text" value="\$34,066.08"/>  |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 27 | 6' Diameter Type J Structure w/Inlet & Casting       | Quantity: <u>  1  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$7,340.37"/>  | Total: <input type="text" value="\$7,340.37"/>   |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 28 | 6' Diameter Type J Structure w/ Inlet & Casting /PRB | Quantity: <u>  1  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$7,340.37"/>  | Total: <input type="text" value="\$7,340.37"/>   |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 29 | 5' Diameter Manhole w/Casting                        | Quantity: <u>  6  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$8,103.18"/>  | Total: <input type="text" value="\$48,619.08"/>  |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 30 | 5' Diameter Manhole w/Casting & Weir / PRB           | Quantity: <u>  6  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$7,555.02"/>  | Total: <input type="text" value="\$45,330.12"/>  |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 31 | 5' Diameter Type J Structure w/ Inlet & Casting      | Quantity: <u>  1  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$6,057.84"/>  | Total: <input type="text" value="\$6,057.84"/>   |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 32 | 4' Diameter Manhole w/Casting                        | Quantity: <u> 11  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$8,013.65"/>  | Total: <input type="text" value="\$88,150.15"/>  |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 33 | Remove Existing Drainage Structure                   | Quantity: <u>  2  </u> UOM: <u>EA</u> | Unit Cost: <input type="text" value="\$584.63"/>    | Total: <input type="text" value="\$1,169.26"/>   |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 34 | 15" RCP Drainage Pipe                                | Quantity: <u>885</u> UOM: <u>LF</u>   | Unit Cost: <input type="text" value="\$114.20"/>    | Total: <input type="text" value="\$101,067.00"/> |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |
| 35 | 18" RCP Drainage Pipe                                | Quantity: <u>725</u> UOM: <u>LF</u>   | Unit Cost: <input type="text" value="\$115.22"/>    | Total: <input type="text" value="\$83,534.50"/>  |
|    | Item Notes: DRAINAGE                                 |                                       |   |  |

|           |  |                                       |   |  |
|-----------|--|---------------------------------------|---|--|
| <b>36</b> | 24" RCP Drainage Pipe                                      | Quantity: <u>40</u> UOM: <u>LF</u>    | Unit Cost: <input type="text" value="\$169.17"/>    | Total: <input type="text" value="\$6,766.80"/>     |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>37</b> | 30" RCP Drainage Pipe                                      | Quantity: <u>20</u> UOM: <u>LF</u>    | Unit Cost: <input type="text" value="\$308.63"/>    | Total: <input type="text" value="\$6,172.60"/>     |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>38</b> | 48" RCP Drainage Pipe                                      | Quantity: <u>1200</u> UOM: <u>LF</u>  | Unit Cost: <input type="text" value="\$347.77"/>    | Total: <input type="text" value="\$417,324.00"/>   |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>39</b> | 38" x 60" ERCP Drainage Pipe                               | Quantity: <u>80</u> UOM: <u>LF</u>    | Unit Cost: <input type="text" value="\$522.22"/>    | Total: <input type="text" value="\$41,777.60"/>    |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>40</b> | 15" Slotted RCP w/ 4' x 4' Exfiltration Trench             | Quantity: <u>250</u> UOM: <u>LF</u>   | Unit Cost: <input type="text" value="\$215.63"/>    | Total: <input type="text" value="\$53,907.50"/>    |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>41</b> | 18" Slotted RCP w/ 4' x 4' Exfiltration Trench             | Quantity: <u>5200</u> UOM: <u>LF</u>  | Unit Cost: <input type="text" value="\$202.40"/>    | Total: <input type="text" value="\$1,052,480.00"/> |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>42</b> | 30" Slotted RCP w/ 5' x 5' Exfiltration Trench             | Quantity: <u>250</u> UOM: <u>LF</u>   | Unit Cost: <input type="text" value="\$296.20"/>    | Total: <input type="text" value="\$74,050.00"/>    |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>43</b> | Outfall - 64LF-48" CAP, Bank Regrading, Restoration (C-21) | Quantity: <u>1</u> UOM: <u>LS</u>     | Unit Cost: <input type="text" value="\$41,744.82"/> | Total: <input type="text" value="\$41,744.82"/>    |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>44</b> | Clean & Desilt Existing Drainage Pipe                      | Quantity: <u>1100</u> UOM: <u>LF</u>  | Unit Cost: <input type="text" value="\$11.41"/>     | Total: <input type="text" value="\$12,551.00"/>    |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>45</b> | Connect to Existing Drainage Pipe w/Concrete Collar        | Quantity: <u>17</u> UOM: <u>EA</u>    | Unit Cost: <input type="text" value="\$2,284.36"/>  | Total: <input type="text" value="\$38,834.12"/>    |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |
| <b>46</b> | Swale Grading & Sod  | Quantity: <u>17800</u> UOM: <u>SY</u> | Unit Cost: <input type="text" value="\$22.03"/>     | Total: <input type="text" value="\$392,134.00"/>   |
|           | Item Notes: DRAINAGE                                       |                                       |   |  |

|           |   |  |   |   |
|-----------|---|--|---|---|
| <b>47</b> | Realign Existing WM around Structure D-63, (2) 8" Line Stops (Dwg. C-20)    | Quantity: <u>  1  </u> UOM: <u>  LS  </u>  | Unit Cost: <input type="text" value="\$8,967.05"/>  | Total: <input type="text" value="\$8,967.05"/>  |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>48</b> | Remove & Dispose of Trees   | Quantity: <u>  8  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$1,829.26"/>  | Total: <input type="text" value="\$14,634.08"/> |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>49</b> | Tree Protection   | Quantity: <u>  1  </u> UOM: <u>  LS  </u>  | Unit Cost: <input type="text" value="\$13,868.13"/> | Total: <input type="text" value="\$13,868.13"/> |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>50</b> | Landscape (Tree) Installation w/ Bubbler, Including Maintenance             | Quantity: <u> 23  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$240.18"/>    | Total: <input type="text" value="\$5,524.14"/>  |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>51</b> | Remove & Reinstall Existing Traffic Sign                                    | Quantity: <u>  7  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$304.39"/>    | Total: <input type="text" value="\$2,130.73"/>  |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>52</b> | Furnish & Install New Traffic Sign w/ New Sign Post                         | Quantity: <u>  1  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$385.00"/>    | Total: <input type="text" value="\$385.00"/>    |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>53</b> | Remove & Replace Existing Chainlink Fence (Dwg. C-22)                       | Quantity: <u> 50  </u> UOM: <u>  LF  </u>  | Unit Cost: <input type="text" value="\$95.74"/>     | Total: <input type="text" value="\$4,787.00"/>  |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>54</b> | Relocate Mailbox  | Quantity: <u> 15  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$238.75"/>    | Total: <input type="text" value="\$3,581.25"/>  |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>55</b> | Flowable Fill   | Quantity: <u> 75  </u> UOM: <u>  CY  </u>  | Unit Cost: <input type="text" value="\$232.48"/>    | Total: <input type="text" value="\$17,436.00"/> |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>56</b> | Replace Sanitary Sewer Laterals   | Quantity: <u> 20  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$2,668.52"/>  | Total: <input type="text" value="\$53,370.40"/> |
|           | Item Notes: MISCELLANEOUS   |  |   |   |
| <b>57</b> | Replace Existing Sanitary Sewer Main with DIP at Proposed Drainage Crossing | Quantity: <u>  6  </u> UOM: <u>  EA.  </u> | Unit Cost: <input type="text" value="\$2,943.52"/>  | Total: <input type="text" value="\$17,661.12"/> |
|           | Item Notes: MISCELLANEOUS   |  |   |   |



|           |  |   |  |  |
|-----------|--|---|--|--|
| <b>58</b> | Concrete Wall Modification (Dwg. C-35)   | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Unit Cost: <input type="text" value="\$11,717.05"/>  | Total: <input type="text" value="\$11,717.05"/>  |
|           | Item Notes: MISCELLANEOUS  |   |  |  |
| <b>59</b> | Furnish & Install 4' Wide, 6' High Chainlink Swing Gate w/Locking Hardware (includes connection to existing fence) | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Unit Cost: <input type="text" value="\$2,118.52"/>   | Total: <input type="text" value="\$2,118.52"/>   |
|           | Item Notes: MISCELLANEOUS  |   |  |  |
| <b>60</b> | Miscellaneous Restoration  | Quantity: <u>  1  </u> UOM: <u>  LS  </u> | Unit Cost: <input type="text" value="\$11,090.85"/>  | Total: <input type="text" value="\$11,090.85"/>  |
|           | Item Notes: MISCELLANEOUS  |   |  |  |
| <b>61</b> | Existing Utility Relocation/Coordination w/Existing Utility Companies  | Quantity: <u>  1  </u> UOM: <u>  AL  </u> | Unit Cost: <input type="text" value="\$150,000.00"/> | Total: <input type="text" value="\$150,000.00"/> |
|           | Item Notes: ALLOWANCES   |   |  |  |
| <b>62</b> | Furnish Landscape (Tree) Material  | Quantity: <u>  1  </u> UOM: <u>  AL  </u> | Unit Cost: <input type="text" value="\$15,000.00"/>  | Total: <input type="text" value="\$15,000.00"/>  |
|           | Item Notes: ALLOWANCES   |   |  |  |
| <b>63</b> | Permit Fees Allowance  | Quantity: <u>  1  </u> UOM: <u>  AL  </u> | Unit Cost: <input type="text" value="\$5,000.00"/>   | Total: <input type="text" value="\$5,000.00"/>   |
|           | Item Notes: ALLOWANCES   |   |  |  |
| <b>64</b> | Indemnification  | Quantity: <u>  1  </u> UOM: <u>  EA  </u> | Unit Cost: <input type="text" value="\$10.00"/>      | Total: <input type="text" value="\$10.00"/>      |
|           | Item Notes: ALLOWANCES   |   |  |  |

**Response Total: \$4,341,862.13**



| 81d Tabulation<br>P#M 438285-1-58-01<br>Project Description: NW 10th AVENUE (NW 38th St to Prospect Road) |   |          |      |                   |                 |                    |                  |                 |  |               |                           |  |
|---|---|----------|------|-------------------|-----------------|--------------------|------------------|-----------------|--|---------------|---------------------------|--|
| Pay Item Number   | Pay Item Description  | Quantity | Unit | Average Unit Cost |                 | Average Total Cost | Heavy Civil Inc. |                 | Florida Engineering & Development Corp |               | Stanford Construction Co. |  |
|   |   |          |      | Unit Cost         | Total Cost      |                    | Unit Cost        | Total Cost      | Unit Cost                              | Total Cost    |                           |  |
| <b>LIGHTING</b>   |   |          |      |                   |                 |                    |                  |                 |  |               |                           |  |
| 630-2-11  | E & I Electrical Conduit and Pull Boxes                               | 250      | LF   | \$131.11          | \$ 7,500.00     | \$32.70            | \$ 8,175.00      | \$330.62        | \$ 82,655.00                           |               |                           |  |
| 639-2-1   | E & I Electrical Conduit Casing by Directional Drilling               | 250      | LF   | \$30.47           | \$ 7,500.00     | \$23.40            | \$ 5,850.00      | \$18.00         | \$ 4,500.00                            |               |                           |  |
| 715-1-12  | Furnish and install Electrical Service Center                         | 1        | AS   | \$17,956.33       | \$ 10,500.00    | \$10,500.00        | \$ 6,000.00      | \$37,869.00     | \$ 2,500.00                            |               |                           |  |
|   | FP&L Miscellaneous Services   | 1        | AL   | \$2,500.00        | \$ 2,500.00     | \$2,500.00         | \$ 2,500.00      | \$2,500.00      | \$ 2,500.00                            |               |                           |  |
|   | Sub-Total   |          |      | \$ 60,849.87      | \$ 33,000.00    | \$ 22,525.00       | \$ 22,525.00     | \$ 209,640.00   | \$ 127,024.00                          |               |                           |  |
| <b>LANDSCAPING &amp; IRRIGATION</b>   |   |          |      |                   |                 |                    |                  |                 |  |               |                           |  |
| E-01  | Provide and install Cordia boissieri (White Giger)                    | 9        | EA   | \$575.96          | \$ 5,183.67     | \$470.00           | \$ 4,230.00      | \$555.00        | \$ 4,995.00                            | \$702.89      | \$ 6,326.01               |  |
| E-02  | Provide and install Eucalyptus (Spanish Shopper)                      | 46       | EA   | \$493.46          | \$ 22,697.31    | \$525.00           | \$ 24,150.00     | \$612.30        | \$ 28,165.80                           | \$337.09      | \$ 15,506.14              |  |
| E-03  | Provide and install Ligustrum japonicus (Ice Oak)                     | 42       | EA   | \$1,028.14        | \$ 43,181.74    | \$1,050.00         | \$ 44,100.00     | \$1,108.00      | \$ 46,536.00                           | \$926.41      | \$ 38,909.22              |  |
| E-04  | Provide and install Ficus virens (Green Island)                       | 5        | EA   | \$753.16          | \$ 3,765.80     | \$945.00           | \$ 4,725.00      | \$670.60        | \$ 3,353.00                            | \$643.88      | \$ 3,219.40               |  |
| E-05  | Provide and install Ficus virens (Green Island)                       | 352      | EA   | \$10.56           | \$ 3,717.12     | \$12.60            | \$ 4,435.20      | \$9.40          | \$ 3,308.80                            | \$9.68        | \$ 3,407.36               |  |
| E-06  | Provide and install Miscanthus sinensis (Dwarf Yucca)                 | 295      | EA   | \$15.14           | \$ 4,465.32     | \$15.75            | \$ 4,646.25      | \$18.70         | \$ 5,516.50                            | \$10.96       | \$ 3,233.20               |  |
| E-07  | Provide and install Miscanthus sinensis (Dwarf Yucca)                 | 234      | EA   | \$10.46           | \$ 2,447.64     | \$12.60            | \$ 2,948.40      | \$8.80          | \$ 2,059.20                            | \$9.98        | \$ 2,335.32               |  |
| E-08  | Provide and install St. Augustine Sod                                 | 40,784   | SF   | \$0.57            | \$ 23,381.11    | \$0.65             | \$ 26,507.65     | \$0.62          | \$ 25,284.22                           | \$0.45        | \$ 18,351.45              |  |
| E-09  | Provide and install Top Soil (2" depth for sod, 30" depth for shrubs) | 437      | CY   | \$66.46           | \$ 29,099.58    | \$47.00            | \$ 20,539.00     | \$29.20         | \$ 12,760.40                           | \$61.09       | \$ 26,696.33              |  |
| E-10  | Provide and install Top Soil (2" depth for sod, 30" depth for shrubs) | 30       | CY   | \$66.46           | \$ 1,993.80     | \$37.00            | \$ 1,110.00      | \$44.40         | \$ 1,332.00                            | \$117.99      | \$ 3,539.70               |  |
| E-11  | Provide and install Root Barrier                                      | 535      | LF   | \$17.01           | \$ 9,102.13     | \$21.00            | \$ 11,235.00     | \$18.70         | \$ 10,004.50                           | \$11.34       | \$ 6,066.90               |  |
| E-12  | Irrigation (Complete System)  | 1        | LS   | \$170,313.33      | \$ 170,313.33   | \$105,000.00       | \$ 105,000.00    | \$136,000.00    | \$ 136,000.00                          | \$269,640.00  | \$ 269,640.00             |  |
| E-13  | Modify Existing Irrigation System                                     | 1        | LS   | \$5,883.33        | \$ 5,883.33     | \$5,250.00         | \$ 5,250.00      | \$6,000.00      | \$ 6,000.00                            | \$5,500.00    | \$ 5,500.00               |  |
|   | Sub-Total   |          |      | \$ 315,640.98     | \$ 258,876.50   | \$ 285,315.47      | \$ 285,315.47    | \$ 1,141,197.22 | \$ 1,141,197.22                        | \$ 402,931.03 | \$ 402,931.03             |  |
|   | TOTAL   |          |      | \$ 1,145,803.43   | \$ 1,022,557.60 | \$ 1,141,197.22    | \$ 1,141,197.22  | \$ 1,273,655.47 | \$ 1,273,655.47                        |               |                           |  |



# ANDREWS AVENUE IMPROVEMENT PROJECT

City Commission  
March 7, 2018

# Andrews Avenue Roadway Improvements Project

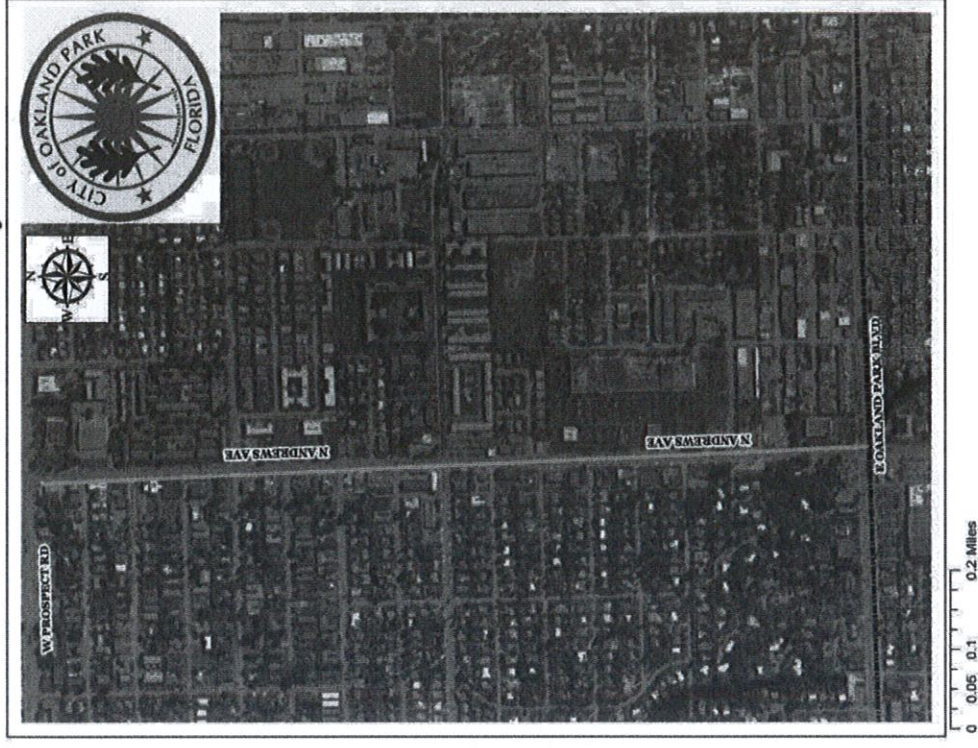
## Original Project Scope:

- Landscaped and Irrigated Medians
- Mid-block crossings for Pedestrians
- Upgrade Existing Lighting to LED
- Sidewalk
- Curbing
- Drainage
- ADA Ramps
- Bike Lanes (striped outer border of lane)

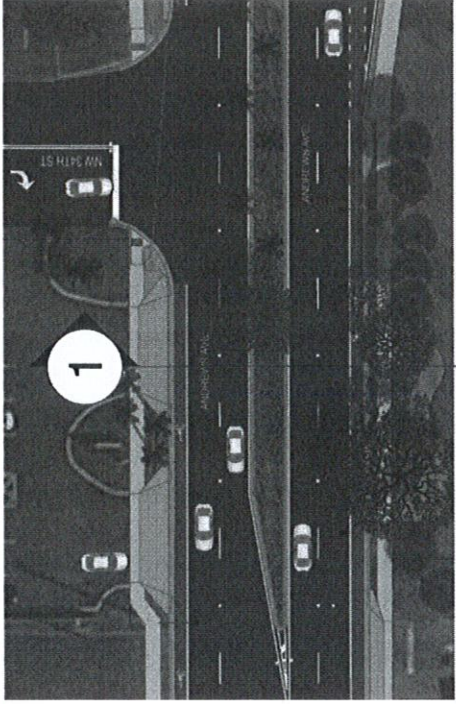
## Changes:

- Work Completed by Broward County
  - ❖ Sidewalks
  - ❖ Curbing
  - ❖ Drainage
  - ❖ ADA Ramps
- Bike Lanes – Solid Green Bike Lanes
- Left Turns – Review possible additional

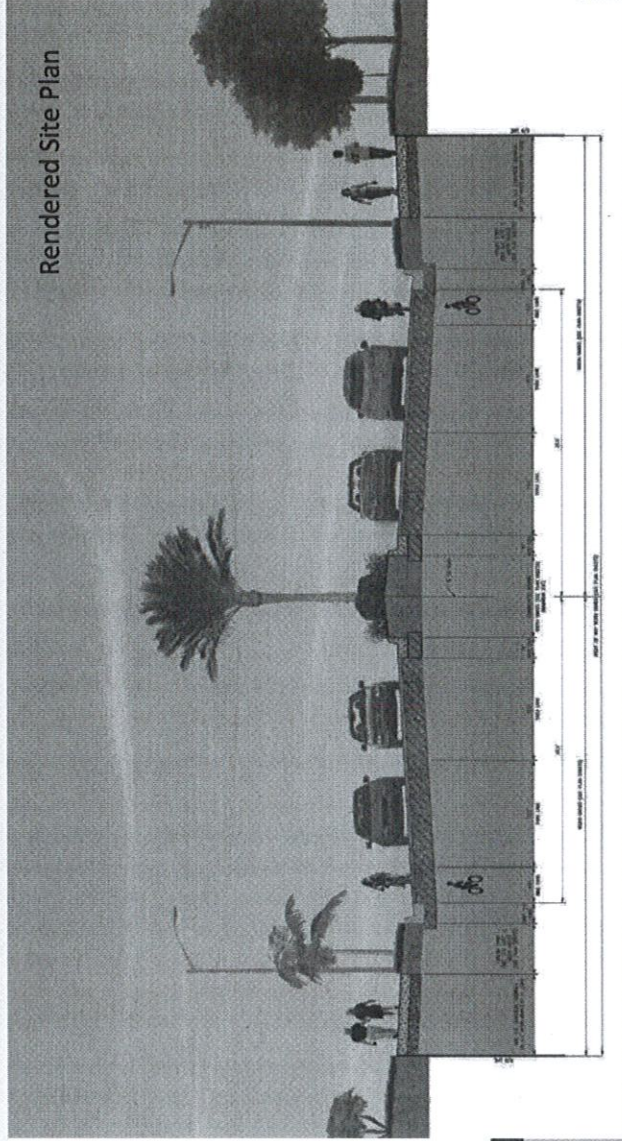
Andrews Avenue Project



# Project Conceptual – Typical Sections



Key Plan

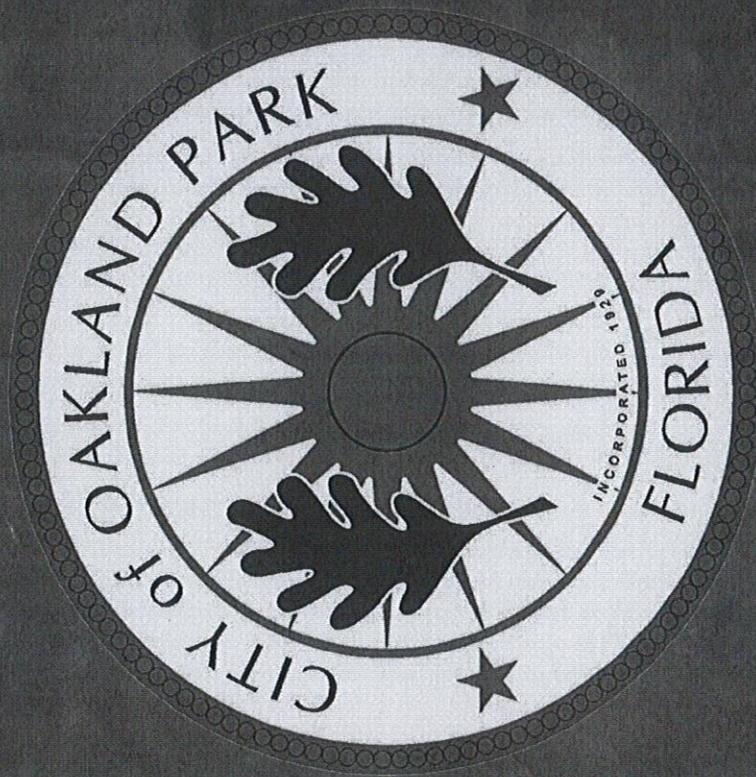


Street Section Elevation #1

## Next Steps

- The project will be re-bid with the revised quantity changes meeting the schedule for required by the grant (Transportation Alternative Program).
- The City will also bring forward a Maintenance Agreement with Broward County for the enhanced solid green bike lanes.
- City Commission adopt a resolution rejecting all bids for the Andrews Avenue Roadway Improvements Project.







**CITY OF OAKLAND PARK**

**MEMORANDUM**

|              |  |                  |
|--------------|--|------------------|
| <b>DATE:</b> | April 23, 2018   | <b>18-CC-024</b> |
| <b>TO:</b>   | David Hebert, City Manager                                 |                  |
| <b>VIA:</b>  | Robin Greco, Deputy City Clerk <i>RG</i>                   |                  |
| <b>FROM:</b> | Michelle V. Fletcher, Administrative Aide                  |                  |
| <b>REF:</b>  | Andrews Avenue Roadway Improvements<br><b>ITB # 042318</b> |                  |

Bid proposals for Andrews Avenue Roadway Improvements **ITB # 042318** were received and secured in the City Clerk's office until 10:00 a.m., April 23, 2018. The bid proposals were opened and read aloud in the City Commission Chambers at 10:00 a.m. Present were Margaret Turner, Purchasing Manager; Brynt Johnson, Senior Project Manager; Lori Douvris, Project Manager and Michelle V. Fletcher, Administrative Aide.

Below is the list of bid proposals in the order they were opened and/or received:

| <b>Name of Bidder</b>                   | <b>Price</b>   | <b>Bid Bond</b> | <b>Addendum Acknowledgment</b> |
|---|----------------|-----------------|--------------------------------|
| Roadway Construction, LLC               | \$1,733,940.90 | YES             | YES                            |
| Weekley Asphalt Paving, Inc.            | \$1,847,774.92 | YES             | YES                            |
| MBR Construction, Inc.                  | \$1,798,402.64 | YES             | YES                            |
| Stanford Construction Co.               | \$1,619,004.70 | YES             | YES                            |
| Sagaris Corp.                           | \$1,784,944.04 | YES             | YES                            |
| Florida Engineering & Development Corp. | \$1,698,724.00 | YES             | YES                            |

cc: Ana Alvarez, Assistant City Manager  
Andrew Thompson, Finance Director  
Jennifer Frastai, Engineering & Community Development Director  
Albert Carbon, Public Works Director  
Margaret Turner, Purchasing Manager  
Brynt Johnson, Senior Project Manager  
Lori Douvris, Project Manager  
Lynn Houston, Purchasing Specialist

**CITY OF OAKLAND PARK, FLORIDA  
CITY COMMISSION AGENDA ITEM REPORT**

**AGENDA ITEM NO. 17**

MEETING DATE: 5/2/2018

**PREPARED BY:** Lori Douvris, Project Manager  
Engineering & Community Development Department

**DEPARTMENT HEAD APPROVAL:** ECD Engineering and Building Services

Jennifer Frastai,  
Director  
Engineering & Community Development Department

**SUBJECT:** Bid Award for Andrews Avenue Roadway Improvements: Oakland Park Boulevard to Prospect Road.

**1. BACKGROUND/HISTORY**

**Issue Statement:** The City seeks to make landscaping and bicycle mobility improvements to Andrews Avenue which requires modifications to the existing roadway. The Andrews Avenue project is partially funded by a Transportation Alternative Program (TAP) that will provide \$928,092.00 for the Construction Phase of the project. The project was previously bid and rejected to decrease several line items to account for Broward County improvements along the roadway including among other improvements, sidewalk construction resulting in a quantity reduction for concrete, demolition, and a reduction in various drainage infrastructure components. Additionally, the City determined that solid green bike lanes are desired along the corridor and needed to include quantities as a bid alternate for items related to achieving this goal. Thereafter, the City released Bid # ITB-042318-0-2018/MT on March 23, 2018 for the Andrews Avenue Roadway Improvements Project (from Oakland Park Boulevard to Prospect Rd.)

**Recommended Action:** The City Commission award the Andrews Avenue construction contract to the most responsive responsible bidder, Stanford Construction Co. for \$ 1,621,014.31 the primary bid, \$155,680 for the bid alternate, and approve authority to expend a project contingency up to 10% of the primary bid.

**2. CURRENT ACTIVITY**

The Andrews Avenue Project was previously bid and rejected to decrease several line items to account for Broward County improvements along the roadway including among other improvements, sidewalk construction resulting in a quantity reduction for concrete, demolition, and a reduction in various drainage infrastructure components. Additionally, the City determined that solid green bike lanes are desired along the corridor and needed to include quantities as a bid alternate for items related to achieving this goal.

The original bid solicitation for the Project was released on December 13, 2017 and the bids were opened on February 9, 2018. The lowest bid received from the original bid release was \$1.9 Million. Pursuant to the bid documents, the City reserves the right to reject any and all bids and to waive informalities in any bid whenever such rejection is in the best interest of the City. The City Commission rejected the bids March 7, 2018, and staff revised the line item quantities and corresponding construction documents to coincide with quantity changes.

Thereafter, the City released Bid # ITB-042318-0-2018/MT on March 23, 2018, for the Andrews Avenue Roadway Improvements Project (from Oakland Park Boulevard to Prospect Rd.), a pre-bid conference was held on April 9, 2018, and bids were opened on April 23, 2018. The City received a total of six (6) bids. City staff reviewed the proposals and is recommending award to the lowest responsive and responsible bidder, Stanford Construction Co. (Stanford). Stanford's bid

was \$1,621,014.31, which is 2.2% lower than the Engineer's estimate of \$ 1,658,624.77. Staff checked the references and verified that the contractor is prepared to honor their proposal. Project plans are available in the City Clerk's office.

- The current project scope and line item quantities takes into account the improvements performed by Broward County which resulted in a decrease of several line item quantities such as sidewalk construction, ADA improvements, demolition, and the installation of various drainage infrastructure components by the County. The new bid also includes a bid alternate to provide the City with the option to include solid green bike lanes along the corridor. As this is a County road, the City is required to enter into an agreement for the installation and maintenance of the solid green bicycle lanes as the proposed design deviates from the County's standard. Lastly, the City has been working with the utility companies to remove double and wooden poles along the corridor at no cost to the City, and has partnered with FP&L for the lighting enhancements further reducing the cost of the project from the original \$3 Million total project estimate.

Left Turn Lanes: Staff has been coordinating with the Broward County Traffic Engineering Division who is evaluating proposed access openings to allow left turn out movements onto Andrews Avenue at the following locations:

- NW/NE 33 Street
- NW 40 Street
- NW 43 Street

Upon approval by Broward County, those specific median openings will be redesigned, permitted, and constructed during the construction phase of the project. An additional median opening was identified at NW 36 Street/NE 36 Court; however, Broward County rejected that potential opening due to safety concerns.

### 3. FINANCIAL IMPACT

Funds are included in the City's FY18 Capital Improvement Program (CIP) for the Andrews Avenue roadway improvement project which will cost \$1,621,014 for the primary bid and \$155,680 for bid alternate plus an estimated contingency amount of up to 10% of the primary bid or \$162,101, as discussed above. The proposed expenditure is as follows:

#### Andrews Avenue Bid

| Account Name & Number  | Available Budget | Proposed Expenditure | Remaining Available |
|--|------------------|----------------------|---------------------|
| Capital Outlay - Infrastructure<br>34043541.463000 46AAIP.CONSTRUCT.STREETS.CITYFUNDS    | \$ 1,026,237     | \$ 792,413           | \$ 23,824           |
| Capital Outlay - Infrastructure<br>34043541.463000 46AAIP.CONSTRUCT.STREETS.FDOT         | \$ 928,092       | \$ 928,092           | \$ -                |
| Capital Outlay - Infrastructure<br>40575538.463000 46AAIP.CONSTRUCT.STORMWATER.LOAN      | \$ 143,127       | \$ 56,189            | \$ 86,938           |
| Capital Outlay - Infrastructure<br>34043541.463000 46AAIP.CONTINGENCY. STREETS.CITYFUNDS | \$ 156,482       | \$ -                 | \$ 156,482          |
| Capital Outlay - Infrastructure<br>40575538.463000 46AAIP.CONTINGENCY. STORMWATER.LOAN   | \$ 37,920        | \$ -                 | \$ 37,920           |

### 4. RECOMMENDATION

Staff recommends the City Commission award the Andrews Avenue Project to the lowest responsive responsible bidder, Stanford Construction Co., for an amount of \$1,621,014.31 for the primary bid and \$155,680 for the bid alternate, and requesting approval and authority to expend a contingency not to exceed 10% of the primary bid.

#### ATTACHMENTS:

[Resolution](#)  
[City Clerk Opening Memo](#)  
[Project Map](#)  
[Typical Section](#)

370

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| <input type="checkbox"/> Return Receipt (electronic)         | \$0.00        |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$0.00        |
| <input type="checkbox"/> Adult Signature Required            | \$0.00        |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00        |
| Postage  | \$2.46        |
| <b>Total Postage and Fees</b>                                | <b>\$7.96</b> |

8666-0900 0430  
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03/08/2023

Sent to **JASON D. KATZ ESQ**  
Street and Apt. No., or PO Box No. **3325 S University Dr Suite 370**  
City, State, ZIP+4® **Davie FL 33328**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

|                     |                             |               |
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| Tracking #:         | 9590 9521 0615 0104 7638 47 |               |
| Affixed Postage     |                             | -\$3.10       |
| Affixed Amount:     | \$8.10                      |               |
| <b>Total</b>        |                             | <b>\$1.86</b> |
| -----               |                             |               |
| <b>Grand Total:</b> |                             | <b>\$1.86</b> |
| -----               |                             |               |
| Cash                |                             | \$2.00        |
| Change              |                             | -\$0.14       |

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-1811.

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UFN: 117642-0430  
Receipt #: 840-53300031-2-8090483-5  
Clerk: 13