



INVITATION FOR BID

IFB-192-24-WV

443944-1-58 CITY OF HOLLYWOOD BEVERLY PARK
VARIOUS LOCATIONS - SIDEWALK

FOR THE
CITY OF HOLLYWOOD, FLORIDA (CITY)

IFB Issue Date: April 3, 2024

Questions Due Date: April 29, 2024

Submittal Due Date: May 6, 2024, 3:00 pm

City of Hollywood
IFB-192-24-WV
443944-1-58 CITY OF HOLLYWOOD BEVERLY PARK
VARIOUS LOCATIONS - SIDEWALK

TABLE OF CONTENTS

1. SUMMARY
2. BID SUBMISSIONS
3. PRICING (BID FORM)

Attachments:

A - IFB-192-24-WV 443944-1-58 City of Hollywood Beverly Park Various Locations - Sidewalk

B - 2024.03.27_HOLLYWOOD BEVERLY PARK FINAL PLANS

C - Hollywood Beverly Park- Bid Form

1. SUMMARY

1.1. Summary

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to construct new sidewalks and curb ramps meeting ADA standards. Approximately 24637 linear feet of new sidewalk 5 feet wide will be constructed on either side of the streets with curb ramps to fill-in and provide connectivity to existing sidewalks within Beverly Park neighborhood. The proposed sidewalks will be installed in the existing swale area. The proposed sidewalks will be installed in the existing swale area.

1.2. Background

The City of Hollywood is a beachfront community located in southeastern Broward County midway between Miami and Fort Lauderdale. Founded by Joseph Young in 1925, Hollywood is approximately 30 square miles in size and is Broward's third-largest municipality with a population of roughly 153,000 residents. Hollywood has an average annual high temperature of 83 degrees and low temperature of 68 degrees.

Hollywood is home to more than 60 parks, seven golf courses, seven miles of pristine beaches, and the one-of-a-kind Hollywood Beach Boardwalk, a promenade that stretches nearly 2.5 miles along the Atlantic Ocean. Named one of America's Best Beach Boardwalks by Travel + Leisure magazine, this brick-paved thoroughfare hosts pedestrians, joggers, bicyclists, rollerbladers, and millions of others every year. Dozens of eateries and inns line the Boardwalk and the promenade also features the Hollywood Beach Theatre, a children's water playground at Charnow Park, and many other attractions. Hollywood Beach also offers dozens of luxury resort hotels and condominiums such as the Margaritaville Hollywood Beach Resort, Hyde Resort & Residences and Hollywood Beach Marriott. In addition to many independently owned and operated boutique inns and vacation properties.

Hollywood has steadily grown into a dynamic business hub with more than 10,000 companies in the City. Approximately 80 percent of Port Everglades, the world's second-busiest cruise port, is located in Hollywood and the port is home to Royal Caribbean's Allure of the Seas and Oasis of the Seas, the largest cruise liners in the world. Hollywood also provides easy access to Fort Lauderdale/Hollywood International Airport and Miami International Airport, a major gateway to Latin America. Hollywood also is home to the Memorial Healthcare System, the nation's fifth-largest healthcare network, its flagship hospital, Memorial Regional, and the Joe DiMaggio Children's Hospital, the largest free-standing children's healthcare facility in Broward County.

1.3. Contact Information

Project Contact:

Rudy Damas

Project Manager

2600 Hollywood Blvd

Hollywood, FL 33020

Email: rdamas@hollywoodfl.org

Phone: [\(954\) 921-3977](tel:(954)921-3977)

Procurement Contact:

William Varandas

Senior Purchasing Agent

2600 Hollywood Blvd

Room 303

Hollywood, FL 33020

Email: wvarandas@hollywoodfl.org

Phone: [\(954\) 921-3345](tel:(954)921-3345)

Department:

Design and Construction Management

1.4. Timeline

Release Project Date	April 3, 2024
Question Submission Deadline	April 29, 2024, 5:00pm
Proposal Submission Deadline	May 6, 2024, 3:00pm

2. BID SUBMISSIONS

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

2.1. IFB Document*

Please download the complete Solicitation document below

- [IFB-192-24-WV 443944-1-58 C...](#)

*Response required

2.2. Upload Complete IFB Package*

Please upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments. Please exclude uploading any CONFIDENTIAL / PROPRIETARY information here.

*Response required

2.3. Complete Bid Form*

Please download the below document, complete, and upload.

- [Hollywood Beverly Park- Bid...](#)

*Response required

2.4. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload a minimum of three client references.

- [Vendor Reference Form.pdf](#)

*Response required

2.5. HOLD HARMLESS AND INDEMNITY CLAUSE*

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

☐ Please confirm

*Response required

2.6. NON-COLLUSION STATEMENT*

I, being first duly sworn, depose that:

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

☐ Please confirm

*Response required

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

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Please confirm

*Response required

2.8. DRUG-FREE WORKPLACE PROGRAM*

A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

☐ Please confirm

*Response required

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

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

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

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

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

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

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

☐ Please confirm

*Response required

2.10. Certificate of Insurance*

See requirements in the #SPECIAL TERM AND CONDITIONS section.

*Response required

2.11. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

*Response required

2.12. ACKNOWLEDGMENT AND SIGNATURE PAGE

2.12.1. *If Corporation - Date Incorporated/Organized:**

*Response required

2.12.2. *State Incorporated/Organized:**

*Response required

2.12.3. *Remittance Address**

*Response required

2.12.4. *Bidder/Proposer's Authorized Representative's Typed Full Name**

*Response required

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

☐ Please confirm

*Response required

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

*EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE
BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.**

☐ Please confirm

*Response required

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

*2.13.1. This form statement is submitted to the City of Hollywood by:**
(Print individual's name and title) (Print name of entity submitting sworn statement)

*Response required

*2.13.2. Sworn Statement Continuation:**
Enter business address:

*Response required

*2.13.3. Sworn Statement Continuation:**
Enter Federal Employer Identification Number (FEIN) is:

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

*Response required

*2.13.4. Sworn Statement Continuation:**
I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

*Response required

*2.13.5. Sworn Statement Continuation:**
I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

☐ Please confirm

*Response required

*2.13.6. Sworn Statement Continuation:**

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

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

☐ Please confirm

*Response required

*2.13.7. Sworn Statement Continuation:**

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

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

Select all that apply

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

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

*Response required

*2.13.8. Sworn Statement Confirmation**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC

ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR

YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT

PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD

AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF

ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

*Response required

3. PRICING (BID FORM)

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation.

Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construction of new sidewalk per attached Scope of Work	1	Lump Sum		\$2,511,030.00
TOTAL					

CITY OF HOLLYWOOD



INVITATION FOR BIDS

Bid # IFB-192-24-WV

**443944-1-58 CITY OF HOLLYWOOD BEVERLY
PARK VARIOUS LOCATIONS - SIDEWALK**

Prepared by:

PURCHASING SERVICES DIVISION

2600 Hollywood Blvd.
PO Box 229045
Hollywood, FL 33022

THIS PROJECT WILL BE ADVERTISED FOR A MINIMUM OF 30 DAYS

SECTION 00300

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED _____

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work for within 365 days with final completion within 395 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the City of Hollywood Ordinance.

The BIDDER acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

_____ Dollars (\$) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

N/A

(Signature of Individual)

(Printed Name of Individual)

(Address)

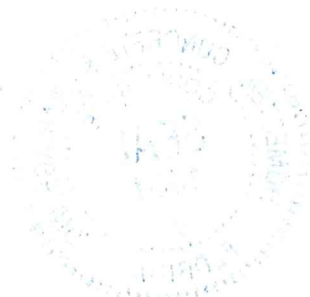
WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

N/A

(Name of Firm)

(Address)

(Signature of Individual) (SEAL)



WHEN THE BIDDER IS A PARTNERSHIP:

N/A

(Name of Firm) A Partnership

(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

WHEN THE BIDDER IS A JOINT VENTURE:

N/A

(Correct Name of Corporation)

By: _____
(SEAL)
(Address)

(Official Title)

As Joint Venture
(Corporate Seal)

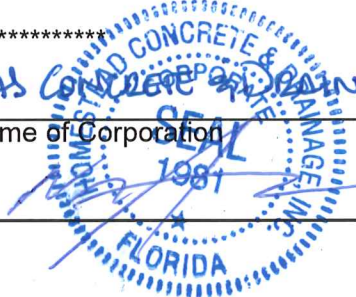
Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

WHEN THE BIDDER IS A CORPORATION:

HORFESTEAS CONCRETE & RAINAGE, INC.

(Correct Name of Corporation)

By: _____
(SEAL)



VICE PRESIDENT

(Official Title)

221 SW 4th AVE, HOMESTEAD, FL 33030
(Address of Corporation)

Organized under the laws of the State of FLORIDA, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

HOMESTEAD CONCRETE & DRAINAGE, INC.
(Name of Corporation)

RESOLVED that NELSON APOLINARIO
(Person Authorized to Sign)

VICE PRESIDENT of HOMESTEAD CONCRETE & DRAINAGE, INC.
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

CITY OF HOLLYWOOD

443944-1 Beverly Park Various Locations
Bid No.: IFB-192-24-WV

The foregoing is a true and correct copy of the Resolution adopted by
HOMESTEAD CONCRETE & DRAINAGE, INC. at a meeting of its Board of
(Name of Corporation)

Directors held on the _____ day of Jan, 2024.

By: _____

Title: Corporate Secretary

(SEAL)



The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

SECTION 00320
PROPOSAL BASE BID FORM

Bid No.: **IFB-192-24-WV**
Project Name: **443944-1 Beverly Park Various Locations**

BASE BID:

443944-1 Beverly Park Various Locations

INSERT BID FORM HERE

- END OF SECTION -



CITY OF HOLLYWOOD, FL

HOLLYWOOD BEVERLY PARK - BEACH ESTATES PROJECT - CITY OF HOLLYWOOD, FL
BID FORM
CITY PROJECT No.: FM #443944-1-58-01

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE NOTICE TO PROCEED WITH CONTRACT WORK. UNIT PRICE PREVAILS OVER TOTAL PRICE. All entries on this form must be typed or written in ink.

Payment to the CONTRACTOR shall be made on the basis of the Proposal bid items as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. Unit prices used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

The quantities for payment under the Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY. A representative of the CONTRACTOR shall witness all field measurements.

Pay Item Number	Description	Quantity	Unit	Unit Price	Total Item Price
0101 - 1	MOBILIZATION 436921158/6801	1	LS	\$25,000.00	\$25,000.00
	FIELD ENGINEERING, LAYOUT, AS-BUILTS	1	LS	\$18,000.00	\$18,000.00
	PAYMENT & PERFORMANCE BONDS	1	LS	\$45,000.00	\$45,000.00
0102-1	MAINTENANCE OF TRAFFIC	120	DAY	\$250.00	\$30,000.00
0104-18	INLET PROTECTION SYSTEM	12	EA	\$350.00	\$4,200.00
0110-7-1	MAILBOX RELOCATION	30	EA	\$300.00	\$9,000.00
0120-1	REGULAR EXCAVATION FOR SIDEWALK INSTALLATION	6,150	CY	\$45.00	\$276,750.00
0327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH (DRIVEWAYS)	6,095	SY	\$3.00	\$18,285.00
	DRIVEWAY REPAIR	6,095	SY	\$25.00	\$152,375.00
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (23,825 LF)	10,150	SY	\$50.00	\$507,500.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	3,300	SY	\$65.00	\$214,500.00
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	700	LF	\$30.00	\$21,000.00
0520-3	VALLEY GUTTER - CONCRETE	150	LF	\$35.00	\$5,250.00
0706-1-3	RAISED PAVEMENT MARKING, TYPE B	72	EA	\$10.00	\$720.00
0527-2	DETECTABLE WARNINGS	1,450	SF	\$40.00	\$58,000.00
0700-1-50	SINGLE POST SIGN, RELOCATE	40	AS	\$300.00	\$12,000.00
0711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	0	LF	\$3.00	\$0.00
0711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	250	LF	\$25.00	\$6,250.00
0711-15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID 6"	0.40	GM	\$6,500.00	\$2,600.00
0711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS - SURFACE TO REMAIN	1,400	SF	\$3.00	\$4,200.00
0110-1-1	CLEARING & GRUBBING	2.76	AC	\$125,000.00	\$345,000.00
	REMOVAL OF EXISTING DRIVEWAY MATERIAL	3,300	SY	\$25.00	\$82,500.00
	REMOVAL OF EXISTING ASPHALT	5,500	SF	\$4.00	\$22,000.00
	TREE REMOVAL: 0" - 6" (DBH)	36	EA	\$1,200.00	\$43,200.00
	TREE REMOVAL: 7" - 12" (DBH)	30	EA	\$2,000.00	\$60,000.00
	TREE REMOVAL: 13" - 24" (DBH)	28	EA	\$3,000.00	\$84,000.00
	TREE REMOVAL: 25" AND UP (DBH)	17	EA	\$3,000.00	\$51,000.00
	SITE RESTORATION	1	LS	\$60,000.00	\$60,000.00
0110-21	ROOT BARRIER	4,230	LF	\$20.00	\$84,600.00
	SWALE RESTORATION	11,700	SY	\$8.00	\$93,600.00
0570-1-2	PERFORMANCE TURF, SOD	5,500	SF	\$1.00	\$5,500.00
0110-22	TREE TRIMMING/ROOT PRUNING	120	EA	\$700.00	\$84,000.00
	IRRIGATION REPAIR	1	LS	\$35,000.00	\$35,000.00
ALLOWANCE	City Allowance for work as directed and upon authorization by the City due to undefined conditions	1	AL	\$50,000.00	\$50,000.00
				TOTAL BASE BID	\$2,511,030.00

Two Million Five Hundred Eleven Thousand Thirty dollars

TOTAL BASE BID IN WRITING

Dollars and Zero Cents

SIGNATURE

Date: 05/06/2024

Nelson Apollinario, Vice President

NAME/ TITLE

Homestead Concrete & Drainage Inc.

CONTRACTOR COMPANY NAME

NOTES:

- SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE WORK SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).
- THE CITY OF HOLLYWOOD REQUIRES THE CONTRACTOR TO PROVIDE THE UNIT PRICE/TOTAL IN TEXT AS WELL AS NUMERICAL FORMAT FOR EACH LINE ITEM LISTED IN THE PROPOSAL BID FORMS. FAILURE TO PROVIDE UNIT PRICE/TOTAL FOR EACH LINE ITEM IN TEXT AS WELL AS NUMERICAL FORMAT MAY RENDER THE ENTIRE BID PACKAGE NON-RESPONSIVE.
- THE CITY OF HOLLYWOOD WILL EVALUATE THE BID PROPOSALS AND DETERMINE THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR THE TOTAL BASE BID (ITEMS 1 THROUGH 12). IT IS THE CITY OF HOLLYWOOD'S INTENT TO AWARD THE PROJECT BASED UPON THE TOTAL BASE BID.
- PAY ITEM DESCRIPTIONS:

DRIVEWAY REPAIR - THE COSTS INCLUDE INSTALLATION OF DRIVEWAY MATERIAL, ALL ASSOCIATED EXCAVATION, MANAGEMENT OF EXCAVATED MATERIALS, NEW LIMEROCK AND SUB BASE AS NEEDED, BACKFILL AND COMPACTION, TESTING, AND SOIL REGRADING IF REQUIRED BY ADJACENT GRADES TO DRIVEWAYS. IF REQUIRED, MILL, RESURFACE, AND REGRADE EXISTING DRIVEWAYS TO MATCH PROPOSED CONCRETE SIDEWALK ELEVATION. ALL IMPACTED DRIVEWAYS TO BE INCLUDED. SEE NOTE ON ENGINEERING PLANS.

REMOVAL OF EXISTING DRIVEWAY MATERIALS - UNIT PRICE SHALL INCLUDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO REMOVE EXISTING DRIVEWAY MATERIALS, LIMITED TO THE FIVE FOOT WIDE SECTION OF DRIVEWAY MATERIAL TO BE REMOVED FOR THE 6" CONCRETE SIDEWALK TRAVERSING EACH DRIVEWAY.

REMOVAL OF EXISTING ASPHALT - UNIT PRICE SHALL INCLUDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO REMOVE EXISTING ASPHALT PAVEMENT THAT IS TO BE REPLACED WITH SOD (WITHIN EXISTING ROADWAY).

SITE RESTORATION - THE LUMP SUM PRICE SHALL INCLUDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PERFORM SITE RESTORATION WORK INCLUDING SWALE RESTORATION, SIDEWALK, ROADWAY, OR DRIVEWAYS IMPACTED BY ANY CONSTRUCTION ACTIVITY ADJACENT TO PROJECT SITE INCLUDING BUT NOT LIMITED TO CONCRETE AND BASE REMOVAL, STRIPING REMOVAL, CLEARING AND GRUBBING, UTILITY INSTALLATIONS, SIDEWALK INSTALLATION, SIGNPOST RELOCATIONS, ETC. THE PAY ITEM INCLUDES BUT IS NOT LIMITED TO NEW SOD, LANDSCAPING, TREES, EXCAVATION, BACKFILL, GRADING, IRRIGATION, DRIVEWAY APRONS, SIDEWALKS, FENCES, PIPES, CURBS, AND ANY OTHER WORK REQUIRED FOR PROJECT COMPLETION AND ACCEPTANCE. ANY EXCAVATION, BACKFILL, TRENCH RESTORATION, SITE RESTORATION, AND LANDSCAPING IMPROVEMENT COSTS REFERENCED AS PART OF OTHER BID ITEMS SHALL BE INCLUDED IN THOSE BID ITEMS ACCORDINGLY. RESTORATION OTHER THAN OR IN ADDITION TO WHAT IS INDICATED BY THE PLANS, SPECIFICATIONS, AND DEFINED HEREIN WILL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND THE COSTS OF THIS INCIDENTAL RESTORATION SHOULD BE INCLUDED IN THE COST OF THE PROJECT. THE CONTRACTOR SHALL INCLUDE THE COSTS ASSOCIATED WITH A PRECONSTRUCTION VIDEO TO CONFIRM EXISTING CONDITIONS. ANY DAMAGE NOT CONFIRMED BY PRECONSTRUCTION VIDEO WILL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY.

SWALE RESTORATION - UNIT PRICE SHALL INCLUDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO REGRADE SWALE PER SWALE CUT DETAIL ON SHEET C500.

IRRIGATION REPAIR - THE LUMP SUM PRICE SHALL INCLUDE ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO RESTORE ANY EXISTING IRRIGATION INFRASTRUCTURE DAMAGED DURING CONSTRUCTION.

- END OF SECTION -

SECTION 00410
APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Homestead Concrete & Drainage, Inc., as Principal, and Frankenmuth Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

Ten Percent of Amount Bid Dollars (\$ 10% of Amount Bid) lawful money

of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying bid, dated _____ May 6 _____²⁴ 20 for

443944-1 Beverly Park Various Locations

Bid No.: IFB-192-24-WV

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 6th
day of May, 20²⁴, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

Homestead Concrete & Drainage, Inc.

Name of Corporation

221 SW 4th Avenue

Business Address

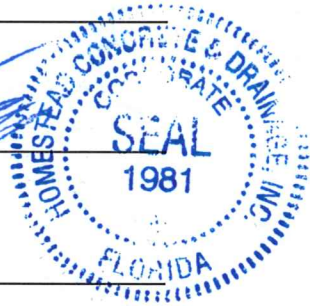
Homestead, FL 33030

By:

(Affix Corporate Seal)

Printed Name

Official Title



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(SEAL)

Secretary

Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

As Per Attached Power of Attorney
Secretary

Frankenmuth Insurance Company

Corporate Surety

One Mutual Avenue

Business Address

Frankenmuth, MI 48787

BY: 

(Affix Corporate Seal)

Charles J. Nielson

Attorney-in-Fact

Acrisure - Miami Lakes

Name of Local Agency

15050 NW 79 Court, Suite 200

Business Address

Miami Lakes, FL 33016

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Charles J. Nielson to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Frankenmuth Insurance Company and that the has been authorized by Frankenmuth Insurance Company to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 6 day of May, 20 24


Notary Public, State of Florida

My Commission Expires: October 15, 2026



- END OF SECTION -

00410-4

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

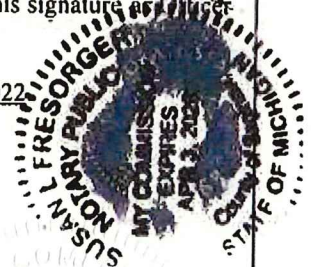
Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 6th day of May, 2024.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

SECTION 00420
INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: HOMESTEAS CONCRETE & DRAINAGE, INC.
221 SW 4th AVENUE, HOMESTEAS, FL 33030
2. Contractor's Telephone Number: 305-248-9649
and e-mail address: NELSON.A@HOMESTEASCONCRETE.COM
3. Contractor's License (attach copy): _____
Primary Classification: _____
Broward County License Number (attach copy): _____
4. Number of years as a Contractor in construction work of the type involved in this Contract: 40 YEARS
5. List the names and titles of all officers of Contractor's firm:
ALFRED CORDERO, PRESIDENT
NELSON APOLINARIO, VICE PRESIDENT
JORGE PENSADO, CORPORATE SECRETARY
6. Name of person who inspected site or proposed work for your firm:
Name: _____
Date of Inspection: _____
7. Provide a list of projects of this nature you have completed in the past
* SEE ATTACHED LIST
8. Have you ever failed to complete work awarded to you; if so, where and why?
NO, N/A

9. Name three (3) individuals or corporations for which you have performed work and to which you refer:

CITY OF TAMARAC / CHRIS LYLE / (2) PROJECTS / 954-597-3704

CITY OF CORAL SPRINGS / MARISSA HARDING / KIMLEY HORN 954-535-5100

CITY OF MIAMI / BUTTOWOOD / DUSEAN GRANT 954-602-3318

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all co-ventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
-----------------	------	----------------------------	-------------------------------------	----------------------------

*SEE ATTACHED.

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

12. What equipment will you purchase for the proposed work?

NOTE:

If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	Subcontractor,s Name / Address
1.	<u>PAVING & PARKING</u>	<u>TRYCOURTY</u>
2.	<u>ASPHALT</u>	<u>C&R MILLING</u>
3.	<u>LANDSCAPE</u>	<u>HURRICANE IRRIGATION SYSTEMS.</u>
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

SECTION 00495

TRENCH SAFETY

FORM- IF REQUIRED

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Total \$ N/A

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

Witness Signature

Contractor's Signature

Witness Printed Name

Printed Name

Witness Address

Title

Date

Date

- END OF SECTION-

EXHIBIT A

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (or "Agreement"), made and entered into this ____ day of _____, 20__, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation organized and existing under the laws of the state of Florida ("CITY"), and _____, ("CONTRACTOR")(jointly referred to as the "Parties").

WITNESSED: The Parties, for and in the consideration set forth herein, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**443944-1-58 CITY OF HOLLYWOOD BEVERLY
PARK VARIOUS LOCATIONS Bid No.: IFB-192-24-WV.**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal submitted by the CONTRACTOR to the CITY, a copy of which is made a part of this Contract, the City shall pay to the CONTRACTOR for the work set forth in the Contract Documents the sum of _____.

Article 3. Partial and Final Payments: In accordance with the provisions set forth in the "General Conditions" of the Specifications, and subject to additions and deductions as provided in the Contract Documents, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent of the amount of such estimate, which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Section 218.735, Florida Statutes.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within 60 days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the PROJECT MANAGER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after the date of the written Notice To Proceed, and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after the date of the written notice as set forth in the Proposal, as may be modified by Instructions to Bidders and stated in the Notice to Proceed.

It is mutually agreed between the Parties that time is the essence, and in the event that construction of the work is not completed within the Contract Time and intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be provided therein.

Article 5. Additional Bond: It is further mutually agreed between the Parties that if, at any time after the execution of this Contract and the Payment and Performance Bonds required by the Contract Documents for the express purpose of assuring the full and faithful performance of the CONTRACTOR'S work, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, the bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his sole expense, within five days after receipt of notice from the CITY, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the below listed documents form the "Contract Documents," and all Contract Documents are as fully a part of this Contract as if attached or repeated in this Contract:

- | | |
|--------------------------------------|--------------------------------------|
| 1. Notice to Bidders | 9. Contract |
| 2. Instruction to Bidders | 10. Performance Bond |
| 3. Proposal | 11. Payment Bond |
| 4. Proposal Bid Form | 12. General Conditions |
| 5. Bid Bond | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Technical Specifications |
| 7. Addenda | 15. Drawings |
| 8. Trench Safety Form (N/A) | |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the Contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida, that is in effect prior to the date the CITY issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same is duly authorized by appropriate action of the CITY.

Article 9. That in the event that either party brings suit for enforcement of this Contract or because of some disagreement, the prevailing party shall be entitled to attorney's fees and court costs, in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of 12 months after final payment, and shall immediately correct any defects which may appear during this period upon notification by the City or the PROJECT MANAGER.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made that remain unresolved.

Article 12. Contract Term: The initial term of this Contract shall be for a period of 120 calendar days beginning upon the issuance of the notice to proceed.

Article 13. IF THE _____ (COLLECTIVELY KNOWN AS "CONTRACTOR" IN THIS SECTION) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954.921.3211, pcerny@hollywoodfl.org, Hollywood City Hall 2600 Hollywood Blvd., Room 221 Hollywood, FL 33020.

(b) Contractor must comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency,s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency, s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and date first above written in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract:

THE CITY OF HOLLYWOOD, FLORIDA

By: _____
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

DOUGLAS R. GONZALES
CITY ATTORNEY

CONTRACTOR

WHEN THE CONTRACTOR IS AN INDIVIDUAL: N/A

Signed, sealed and delivered in the presence of:

(Witness) _____ (Signature of Individual) (SEAL)

(Witness) _____ (Signature of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME: N/A

Signed, sealed and delivered in the presence of:

(Witness) _____ (Name of Firm)

(Witness) _____ (Signature of Individual) (SEAL)

WHEN THE CONTRACTOR IS A PARTNERSHIP: N/A

(Witness) _____ (Name of Firm) a Partnership

(Witness) BY: _____ (SEAL)
(Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

HORNESTEAD CONCRETE & DRAINAGE, INC.
(Correct Name of Corporation)

BY:

President



APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By

Douglas R. Gonzales
City Attorney

By

Stephanie Tinsley
Financial Services Director

CERTIFICATE

STATE OF FLORIDA

COUNTY OF ~~BROWARD~~
MIAMI-DADE

I HEREBY CERTIFY that a meeting of the Board of Directors of HOMESTEAD CONCRETE, a corporation under the laws of the State of FLORIDA, was held on MAY 2, 2024, and the following resolution was duly passed and adopted:

"RESOLVED, that NELSON APOLINARIO as VICE PRES. VICE (President of the corporation), be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that this resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 2ND day of MAY, 2024

Secretary



- END OF SECTION -

PERFORMANCE BOND
(PERFORMANCE BOND #: _____)

KNOW ALL MEN BY THESE PRESENTS:

That we _____,

Name

Address

Tel. No.

as Principal, and _____,

Name

Address

Tel. No.

as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ Dollars (\$_____), and for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____, 20____, entered into between the Principal and the City of Hollywood, Florida, for the work of the **443944-1-58 CITY OF HOLLYWOOD BEVERLY PARK VARIOUS LOCATIONS - SIDEWALK, Bid No. IFB-192-24-WV.**

A copy of the Contract is incorporated by reference and is made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall in all respects comply with the terms and conditions of the Contract and his/its obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), referred to and made a part thereof, and such alterations as may be made in the Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringement on the part of the Principal, his agents or employees in the execution or performance of the Contract, including errors in the Drawings furnished by the Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of the work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion of the work had the Principal properly executed and satisfied all of the provisions of the Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the Principal to properly execute all of the provisions of the Contract.

AND, the Principal and Surety further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the

City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the CITY may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

N/A

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Signature of Individual)

(Address)

(Printed Name of Individual)

(Witness)

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

N/A

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Name of Firm)

(Address)

By: _____
(Seal)
(Signature of Individual)

(Witness)

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP: N/A

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Name of Partnership)

(Address)

By: _____
(Seal)
(Partner)

(Witness)

(Printed Name of Partner)

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Performance Bond #: _____

(Secretary)

HOMESTEAD CONCRETE & DRAINAGE, INC.
(Name of Corporation)

By: _____
(Seal)
(Affix Corporate Seal)
NELSON APOLINARIO
(Printed Name)
VICE PRESIDENT
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JORGE PENSADO, certify that I am the Secretary of the corporation named as Principal in the within Bond; that NELSON APOLINARIO, who signed the Bond on behalf of the Principal was then VICE PRESIDENT of the corporation; that I know his signature, and his signature thereto is genuine; and that the Bond was duly signed, sealed and attested for and on behalf of the corporation by authority of its governing body.

Secretary

PAYMENT BOND

(PAYMENT BOND #: _____)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name Address Tel. No.

As Principal and _____
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA ("City"), in the sum of _____

_____ Dollars (\$ _____) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written Contract dated the _____ day of _____, 20____, entered into between the Principal and the City of Hollywood, Florida for the work related to **443944-1-58 CITY OF HOLLYWOOD BEVERLY PARK VARIOUS LOCATIONS - SIDEWALK, Bid No. IFB-192-24-WV.**

Which Contract is by reference made a part hereof and is referred to as the "Contract".

THE CONDITION of this bond is that if the Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or any other changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute Section 255.05. Claimants are hereby notified that Florida Statute Section 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intend to look to the bond for protection. Further notice is given claimants that written notice of nonpayment within 90 days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and Surety

TO BE EXECUTED BY CORPORATE SURETY

Attest:

Performance Bond #: _____

(Secretary)

(Corporate Surety)

(Business Address)

By: _____
(Affix Corporate Seal)

(Attorney-In-Fact)

(Name of Local Agency)

(Business Address)

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____, to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing Bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, State of Florida

My commission expires:

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By _____
Douglas R. Gonzales

By _____
Stephanie Tinsley
Financial Services Director

- END OF SECTION -

no more and no less than is specified in F.S. Section 255.050.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL:

ATTEST:

Payment Bond #: _____

(Signature)

(Title)

(SEAL)

SURETY:

(Surety)

ATTEST:

(Signature)

(Attorney-in-Fact)

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By _____
Douglas R. Gonzales
City Attorney

By _____
Stephanie Tinsley
Financial Services Director

- END OF SECTION -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
09/20
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 5/16/2024
(Letting Date)

Fill in your FDOT Vendor Number
VF _____
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:


1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 2nd day
of May, 20 24

HOMESTEAS CONCRETE & DRAINAGE, INC.
NAME OF FIRM

By: NELSON APOLINARIO
Title: VICE PRESIDENT



525-010-46
PROGRAM MANAGEMENT
09/20
Page 2 of 2

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
FDOT E8R74 HEFT; CONCRETE SERVICES, LLC OKEECHOBEE RD	\$3,670,372.00	N/A	\$3,034,879.27		\$3,034,879.27
TAMPA AIRPORT CURB EXPANSION; THE MIDDLESEX CORPORATION	\$790,974.10	N/A	\$672,260.01		\$672,260.01
KEY WEST INTERNATIONAL AIRPORT; CHARLEY TOPPINO & SONS, INC.	\$4,147,505.06	N/A	\$3,060,387.06		\$3,060,387.06
FDOT T6611 OKEECHOBEE RD; PRINCE CONTRACTING, LLC.	\$2,585,823.49	N/A	\$2,326,461.10		\$2,326,461.10
CITY OF SOUTH MIAMI - ADA PICNIC SHELTERS	\$459,761.00	N/A	\$459,761.00		
CITY OF LAKE WORTH BEACH SIDEWALKS & CURBS	\$969,309.25	N/A	\$969,309.25		
			TOTALS	\$1,429,070.25	\$9,093,987.44
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$10,523,057.69

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: HOMESTEAD CONCRETE & DRAINAGE INC.
By: NELSON APOLINARIO / [Signature]
Date: 5/2/2024
Title: VICE PRESIDENT

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

NELSON
By: APOLINARIO

Date:

Title:

VICE PRESIDENT

Authorized Signature



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>HOMESTEAD CONCRETE & DRAINAGE, INC.</u> _____ _____ Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>[Signature]</u> Print Name: <u>PERSON</u> Title: <u>VICE PRESIDENT</u> Telephone No.: <u>305-248-9649</u> Date (mm/dd/yyyy): <u>05/06/24</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, NELSON APOLINARIO, hereby declare that I am
(NAME)
VICE PRESIDENT of HOMESTEAS CONCRETE & DRAINAGE, INC.
(TITLE) (FIRM)
of HOMESTEAS, FL
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY:

NELSON APOLINAR
NAME AND TITLE PRINTED

BY:

SIGNATURE

WITNESS:

WITNESS:

Executed on this 2ND day of May, 2024

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or lease

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1	Backhoe	1	Owned
2	Ditch Witch – Trencher	1	Owned
3	Large Screed	1	Owned
4	Small Screed	1	Owned
5	John Deere - Skid Steer Loader	1	Owned
6	Metal Forms	1	Owned
7	HEM PAVER	1	Owned
8	Atlas Air Compressor	1	Owned
9	Kraftsman Trailer	1	Owned
10			
11			
12			
13			
14			
15			
16			
17			