PROJECT NO.: 13-7070

CITY OF HOLLYWOOD

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Re-Use Waterline Extension to Sheridan Station

January 2015



Prepared by:

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue PO Box 229045 Hollywood, FL 33022-9045 **BID PACKAGE**

FOR

PROJECT NO.: 13-7070

SUBMITTED BY: GIPE ENGINEERING & GENERAL CONTRACTOR

January 2015

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRCUTION DIVISION

PROPOSAL BID FORM (Revised) Addendum IV

Project Name: Re-Use Waterline Extension to Sheridan Station Project No.: 13-7070

If this Proposal is accepted, the undersigned Bidder agrees to substantially complete all work under this contract within <u>90</u> calendar days following the issuance of the Notice to Proceed. All entries on this form must be typed or written in block form in ink.

BASE BID:

No. Description

- 1 Mobilization including Bonds (60%)/Demobilization (40%).
- 2 Maintenance of Traffic (MOT) including design, permitting, flagman, and install per applicable authority having jurisdiction regarding MOT, streets and lane closures.
- 3 Furnish & Install 4" PVC SDR26 Re-Use Piping, including all epoxy coated fittings, restrained joints, shoring, backfill, and temporary asphalt patching complete in place.
- 4 Furnish and install 12" casing pipe and 4" carrier piping under the CSX railroad including compliance with all FDOT and CSX Rail Road permit requirements, CSX flagman costs, and CSX insurnace requirements.
- 5 Furnish & Install 2" Automatic Air Release Valve & manhole including shoring and backfill complete in place.
- 6 Furnish & Install 12" x 4" 316 stainless steel tapping sleeve with epoxy coated 4" gate valve for re-use main including shoring, valve box, backfill, and temporary asphalt patch complete in place.



00301 Page 1 of 3

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES **ENGINEERING & CONSTRUCTION DIVISION**

PROPOSAL BID FORM (Revised) Addendum IV

7	Furnish & Install 4" gate valve including shoring and backfill complete in place.	3	EA	\$1,076.11	\$3,228.33
8	Milling 1" of existing asphalt roadway width on Taft Street.	6,510	SY	\$ 2.39	\$ 15,568.90
9	Furnish and install 1" of SP-9.5 asphalt over the full lane width with the trench on Taft Street.	6,510	SY	\$ 8.70	\$ 56,637.00
10	Restoration of pavement marking and signage	1	LS	NA	\$ 10,198.35
11	Owner's Contingency.	1	LS	\$100,000.00	\$100,000.00
12	Permits, Licenses, Fees, & Material Testing Allowance	1	LS	\$25,000.00	\$25,000.00
13	Consideration for indemnification.	1	LS	\$10.00	\$10.00
	BASE BID TOTAL FOR COMPLETE PROJECT			\$424,45	1.32
	TOTAL BASE BID IN WRITING				

FOUR HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED FIFTY DULLAR & THIRTY TWO CENT -NINE FOUR HUNDRED

Bid Alternate

Description

No.

Qty. Unit Unit Price Total A. Additonal 1" Milling (not included in bid item No. 8) of existing asphalt roadway to cover the full width on Taft Street. The unit price also includes additional MOT not 5,262 SY \$2.30 \$12,102.60 included in Bid Item No. 2.

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES **ENGINEERING & CONSTRUCTION DIVISION**

PROPOSAL BID FORM (Revised) Addendum IV

B. Furnish and install 1" of SP-9.5 asphalt (not included in Bid Item No. 9) over the full roadway width on Taft Street. The unit price also includes the additional MOT not included in Bid Item No. 2 and additional pavement marking not included in bid item No. 10.

5,262 SY \$8.35 \$43,937.70

NOTES:

- 1. SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE CONTRACT SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).
- 2. QUANTITIES PROVIDED ARE FOR INFORMATION PURPOSES. FULL DESCRIPTION OF THE PAY ITEMS ARE PROVIDED IN SECTION 01025 "BASIS OF PAYMENT". REFER TO BID PACKAGE SPECIFICATIONS FOR ADDITIONAL DESCRIPTION OF ITEMS.
- 3 IT IS THE CITY OF HOLLYWOOD'S INTENT TO AWARD THIS PROJECT TO THE LOWEST RESPONSIVE BIDDER BASED UPON THE TOTAL BASE BID FOR ITEMS 1 THROUGH 13 PLUS ANY SELECTED BID ALTERNATE ITEMS.

Contractor Name: GPE ENGINEERING

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

 KNOW ALL MEN BY THESE PRESENTS:
 International Fidelity Insurance

 That we GPE Engineering & General Contractor Corp., as Principal, and
 Company

 Surety, are held and firmly bound unto the City of Hollywood in the sum of 10% of Bid
 Proposal Submitted -----

 Proposal Submitted ----- Dollars (\$_-----10% ------)

 International Fidelity Insurance
 International Fidelity Insurance

 Optimized States, amounting to 10% of the total Bid Price, for the payment of said sum, we
 International Fidelity Insurance

 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 <u>March 5th</u>, 20<u>15</u> for

<u>Re-Use Waterline Extension to Sheridan Station</u> <u>City Project No.: 13-7070</u>

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.

13-7070

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 _____3rd

day of <u>March</u>, 20<u>15</u>, 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: REVES CARIBAD Secretary

GPE Engineering & General Contractor Corp.

Name of Corporation

13117 NW 107th Avenue, Hialeah Gardens, FL 33018

Business Address

By: (Affix Corporate Seal)

ANTONIO

Printed Name

RESIDEN

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

(SEAL) Secretary

13-7070

Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary

International Fidelity Insurance Company
Corporate Surety
One Newark Center
Business Address
Newark, NJ 07102
BY:
(Affix Corporate Seal)
Davor I. Mimica, Attorney in Fact & FL Resident Agent
Attorney-in-Fact
InSource
Name of Local Agency
9500 S Dadeland Blvd., #400
Business Address Miami, FL 33156
i i i i i i i i i i i i i i i i i i i

STATE OF FLORIDA

Infan the Notary Public, State of

My Commission Expires:

- END OF SECTION -

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ILEANA M. BAUZA, DAVOR I. MIMICA, WILLIAM F. KLEIS, WILLIAM L. PARKER, CHARLES C. BALL

Miami, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY County of Essex

Altohit

ROBERT W. MINSTER Executive Vice President/Chief Operating Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

day of



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Vargue

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

3rd

March, 2015

Maria H. Graned

MARIA BRANCO, Assistant Secretary

PROPOSAL

TO THE MAYOR AND COMMISSIONERS CITY OF HOLLYWOOD, FLORIDA

SUBMITTED GPE ENGINEERING & GENERAL CONTRACTOR

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, and Local Preference Program, 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 within **90** days with final completion within **120** 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 Local Preference Ordinance.

The BIDDER acknowledges receipt of the following addenda:

 No.
 #1
 Dated
 1/29/13

 No.
 #2
 Dated
 2/20/13

 No.
 #3
 Dated
 2/24/15

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

10% BASE BID AM	Dollars	(\$)	according t	o the
conditions under the Instructions to B	idders 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:

(Signature of Individual)

(Printed Name of Individual)

(Address)

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

NA

(Name of Firm)

(Address)

____(SEAL)

(Signature of Individual)

********	*************************
WHEN THE BIDDER IS A PARTNERSHIP:	
	(Name of Firm) A Partnership
NA	(Address)
. [
	By: (SEAL) (Partner)
Name and Address of all Partners:	
****	**********
WHEN THE BIDDER IS A JOINT VENTURE:	
	(Correct Name of Corporation
NA	By: (SEAL) (Address)
	(Address)
	(Official Title)
	As Joint Venture (Corporate Seal)
Organized under the laws of the State of law to make this bid and perform all Work and	, and authorized by the furnish materials and equipment required under
the Contract Documents.	***************************************
WHEN THE BIDDER IS A CORPORATION:	GPE ENGINEERING & GENERAL CONTRACTOR
	(Correct Name of Corporation
	By: ANTONIO PEYES, IT
	(Official Title)
	(Address of Corporation) FL, 33018

Organized under the laws of the State of <u>FLOPIDA</u>, 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
(Name of Corporation)
RESOLVED that ANTONIO REVES
PRESIDENT OF GPE ENGINEEPING & GENERAL CONTRACTOR
(Title) (Name of Corporation)

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

CITY OF HOLLYWOOD

Re-Use Waterline Extension to Sheridan Station

Project No.: 13-7070

The foregoing is a true and correct copy of the Resolution adopted by

GPE ENGINE ERING	at a meeting of its Board of
(Name of Corporation)	
Directors held on the	day of, 20_15.
BY: ANTONIO REYE	5
Title: President (SEAL)	

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

- END OF SECTION -

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: <u>GPE ENGINEERING</u> 13117 NW 107th AVE #1, HIALEAH GARDEN FL 33018

2.	Contractor's Telephone Number: (305) 828-5307	
	and e-mail address: TREVES @ GPEENG.COM	

- Number of years as a Contractor in construction work of the type involved in this Contract: <u>35+ VEARS</u>
- 5. List the names and titles of <u>all</u> officers of Contractor's firm: <u>ANTONIO BEYES — PRESIDENT</u> <u>CARIDAD BEYES — SECRETARY</u> <u>ZOILA GONZALEZ — TREASURER</u> <u>EVELIO GONZALEZ — SHARE HOLDER</u>
- 6. Name of person who inspected site or proposed work for your firm: Name: <u>LAZARO ARENCIBIA</u> Date of Inspection: <u>2915</u>
- 7. What is the last project of this nature you have completed?

- Have you ever failed to complete work awarded to you; if so, where and why?
- 9. Name three individuals or corporations for which you have performed work and to which you refer:

GREDEL DEL TORO - MCM	
MATT HAROLD - CITY OF HOLLYWOOD	
PEDRO GONZALEZ - BALJET ENGINEERING	

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 coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
SOUTHLAKE TIL	AL CS HOLL	ywood -=	399,586.84	- 80%
NOPLAND SHS	- MIAMI GAN	EDEN -	2,500,000	- 20%
MDC DRAINAGE	= MIAMI -	\$ 800,00		- 10%
RAVENSWOOD I	BUS - BROWAR	20-\$1,8	360,000	

(Continue list on inset sheet, if necessary)

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

PLEASE SEE ATTACHED.

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

TBD

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.

1.	Work to be Performed	Subcontractor's Name / Addre	SS
	JACK & BORE	JJD CONTRACTING	
2.		Lighthouse point, FL	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

NOTE: Attach additional sheets if required.

- END OF SECTION -

LOCAL PREFERENCE

(EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsible responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

TRENCH SAFETY FORM

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 <u>et</u>. <u>seq</u>., 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

TEENCH BOX ROAD PLATE

Total \$ 2,500,00

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

LESTER	5	MENE	2
Witness Printe	ed I	Vame	

Witness Address

Date ^V

Contractor's Signature

ANTONIO RE

Printed Name

TEESIDEN itle Date

- END OF SECTION -

CONTRACT

THIS AGREEMENT, made and entered into, this _____ day of ______, A.D., <u>20</u>, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

<u>Article 1</u>. 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:

Re-Use Waterline Extension to Sheridan Station

City Project No.: 13-7070

<u>Article 2</u>. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of ______Dollars

<u>Article 3</u>. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, 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 ten percent (10%) 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; provided, however, that after 50 percent (50%) completion of the work covered by this Agreement, (i) the amount retained from each subsequent progress payment shall be reduced to 5 percent (5%) and (ii) upon presentation by the CITY, the CITY shall promptly make payment to the CONTRACTOR. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.

(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 sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

<u>Article 4</u>. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of 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 said date of 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 hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per 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 my be stated therein or contemplated therefrom.

<u>Article 5</u>. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) 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 agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

<u>Article 6</u>. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

- 1. Notice to Bidders
- 2. Instruction to Bidders
- 3. Proposal
- 4. Proposal Bid Form
- 5. Bid Bond
- 6. Information Required from Bidders
- 7 Local Preference
- 8. Trench Safety Form

- 9. Contract
- 10. Performance Bond
- 11. Payment Bond
- 12. General Conditions
- 13. Supplementary General Conditions
- 14 Addenda
- 15. Specifications
- 16. Drawings

<u>Article 7.</u> 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 shall be the fringe benefit rate applicable to the worker classification for which no fringe benefit rate has been provided.

<u>Article 8.</u> No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

<u>Article 9.</u> That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

<u>Article 10.</u> The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

<u>Article 11.</u> The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA Party of the First Part

By:

(SEAL)

PETER BOBER, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC CITY CLERK

****************	***************************************	****			
CONTRACTOR Party of the Second Part					
WHEN THE CONTRACTOR IS AN INDIVID	UAL:				
Signed, sealed and delivered in the presenc	e of:				
(Witness)	(Signature of Individual)	(SEAL)			
(Witness)	(Signature of Individual)	-			
***************************************	***************************************	*****			
WHEN THE CONTRACTOR IS A SOLE PR	OPRIETORSHIP OR OPERATES UNDER	A TRADE NAME:			
Signed, sealed and delivered in the presence of:					
(Witness)	(Name of Firm)				
(Withess)		(SEAL)			
(Witness)	(Signature of Individual)				

WHEN THE CONTRACTOR IS A PARTNERSHIP:					
(Witness)	(Name of Firm) a Partnership	-			
(Withess)	BY:	(SEAL			
(Witness)	(Partner))			
	(Faimer)	***			

WHEN THE CONTRACTOR IS A CORPORATION:

Attest: Secretary S X. REYES CARIDA



(Correct Name of Corporation)

BY: REVE JO (SEAL)

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

By_ Jeffrey P. Sheffel, City Attorney By

Matthew Lalla, Financial Services **Department Director**

CERTIFICATE

STATE OF FLORIDA) COUNTY OF BROWARD)

I HEREBY CERTIFY that a meeting of the Board of Directors of <u>GPE ENGINEERING</u>, a corporation under the laws of the State of <u>FLOP(DA</u>, was held on <u>33</u>, 20<u>15</u>, and the following resolution was duly passed and adopted:

"RESOLVED, that <u>ANTONIC Reference</u> 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 said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation,

this 3 day of March , 2015.

Secretary CAPIDAD X. REVES

- END OF SECTION -



CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue Hollywood, FL 33019 Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 1

DATE: January 29, 2015

FOR: RE-USE WATER LINE EXTENSION FOR SHERIDAN STATION

FILE NUMBER: 13-7070

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

- Item 1: Revised Project Scope on the Notice of Imposition of Cone of Silence The Project Scope on the Notice of Imposition of Cone of Silence has been revised. This new Project Scope replaces the Project Scope on the Notice of Imposition of Cone of Silence in the original bid package. See attached revised Project Scope.
- Item 2: Change of Submission and Bid Opening Dates The Submission and Bid Opening dates have been changed from March 4, 2015 to March 5, 2015. See attached revised Notice to Bidders.
- Item 3: Change to the City's Code of Ordinances Referencing to Paragraph 5 on the Notice to Bidders – The Section to the City's Code of Ordinance has been changed from 30.15(E) to 30.15(F). See attached revised Notice to Bidders.
- Item 4: <u>Manhole and Valve Box Lid Labeling</u> The reuse line Manholes and Valve Box lids shall have "Reclaimed Water" stamp into the cast iron lids.

Item 5: <u>Painting of 4" DIP reuse piping</u> The 4" ductile iron pipe (DIP) shall have 3" minimum wide stripes painted on the opposite side of the pipe.

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CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue Hollywood, FL 33022 Phone (954) 921-3930 Fax (954) 921-3258

13-7070 ADDENDUM NO. 2

DATE: February 20, 2015

FOR: City of Hollywood, Reuse Waterline Extension to Sheridan Station

FILE NUMBER: 13-7070

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated January 2015. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

Please note that this addendum includes a total of seventy-eight (78) pages, including this cover sheet. If you do not receive all pages, or have any questions pertaining to this addendum, please contact Mr. Les Pettit of the City of Hollywood Department of Public Utilities, Engineering and Construction Services Division, at (954) 921-3930.

Item 1: Pre-Bid Meeting Minutes & Attendance

See attached pre-bid meeting minutes and attendance record.

Item 2: Record Revised Bid Form and Basis of Payment

See attached revised bid form and basis of payment which was updated to include bid alternate items A and B.

Item 3: <u>Revised Insurance Requirements</u>

See attached revised insurance requirements.

Item 4: CSX Permits & CSX Requirements

See attached CSX permits, flagman requirements, and permit requirements for the above referenced project as requested in the pre-bid meeting.

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CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue Hollywood, FL 33022 Phone (954) 921-3930 Fax (954) 921-3258

13-7070 ADDENDUM NO. 3

DATE: February 24, 2015

FOR: City of Hollywood, Reuse Waterline Extension to Sheridan Station

FILE NUMBER: 13-7070

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated January 2015. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

Please note that this addendum includes a total of seventy-eight (78) pages, including this cover sheet. If you do not receive all pages, or have any questions pertaining to this addendum, please contact Mr. Les Pettit of the City of Hollywood Department of Public Utilities, Engineering and Construction Services Division, at (954) 921-3930.

Replies to Contractor Questions

See below questions concerning the 10" & 48" force mains from Johnson-Davis Inc. received 2/23/14 and the Department of Public Utilities responses:

A. Starting on page 4 of 17 the plans show a 48" force main north of the new 4" pipe.

Response: Correct

B. Page 5 of 17 shows this same 48" force main still north of the new 4" pipe.

Response: Correct

C. Page 6 of 17, at approximately Sta: 127+80 the plan shows a force main to the north & south of the 4" pipe.

Response: Correct, the 48" FM is north and the 10" FM is south.



CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue Hollywood, FL 33022 Phone (954) 921-3930 Fax (954) 921-3258

13-7070 ADDENDUM NO. IV

DATE: March 3, 2015

FOR: City of Hollywood, Reuse Waterline Extension to Sheridan Station

FILE NUMBER: 13-7070

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated January 2015. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

Please note that this addendum includes a total of four (4) pages, including this cover sheet. If you do not receive all pages, or have any questions pertaining to this addendum, please contact Mr. Les Pettit of the City of Hollywood Department of Public Utilities, Engineering and Construction Services Division, at (954) 921-3930.

See attached revised proposal bid form which was updated to correct the bid quantity and description of asphalt restoration on Taft Street bid item No. 9 and Bid Alternate item B. Also the bid amount for bid item No. 12 is changed from \$100,000.00 to \$25,000.00.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

Jitendra Patel, P.E., Assistant Director Department of Public Utilities – ECSD



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

REYES, ANTONIO GONZALEZ PAVEMENT EQUIPMENTS, INC. 13117 NW 107TH AVE UNIT 1 HIALEAH GARDENS FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



(850) 487-1395

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 (850) 487-1395

REYES, ANTONIO GONZALEZ PAVEMENT EQUIPMENTS, INC. 13117 NW 107TH AVE UNIT 1 HIALEAH GARDENS FL 33018

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!





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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



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SEO # 11407240001395



GPEENGI-02

GLADYS

ACORD			CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY)	
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PRO	ODUCER				CONTA NAME:	СТ					
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	City of Hollywood Building Department				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.			
2600 Hollywood Blvd Hollywood, FL 33020											

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der.



GPE ENGINEERING & GENERAL CONTRACTORS EQUIPMENT LIST

Number	Year	Equipment Name	Vin No. / Serial No.
3	1996	Ford Econoline Van	1FTFE24Y1THB57887
4	1997	Dodge Van	2B7KB31Z1VK594508
5	1997	Ford F250 (service Truck)	3FTHF25F9VMA55562
7	2004	Ford Sport track	1FMZU67K34UB76041
9	1971	Mack Water Tank	U685ST3037
10	1972	Dorsey Trailer Aluminum	64246
12	1998	Mack Tractor Trailer CH613	1M2AA13Y2WW089306
18	2005	Caterpillar D5GXL Dozer	WGB01621
19	n/a	Dynapac CC122 Roller	60115131
20	n/a	Dynapac CA25II Roller	686B028
22	n/a	John Deere 310D Backhoe	786833
24	n/a	Terramite USS38 Sweeper	20TS0122
25	n/a	Terramite TSS38 Sweeper	81399
26	n/a	Asphalt Machine	n/a
27	1994	Ford Dump Truck LTA9000	1FTYY95U6RVA46346
28	1995	Ford Dump Truck	1FTYY9588SVA26670
29	2004	Leeboy 685B Grader	980040
30	n/a	Grader	n/a
31	2002	Komatsu PC220 Excavator	A85435
32	n/a	Daewood 220LCIII Excavator	1924
33	2004	Komatsu WA250-5L Loader	A73376
35	n/a	Bob Cat 863	51442644
41	2003	Hypac C766C Roller	901C20902479
42	2006	Marathon Trailer Sprayer TPS250T	2M9TPS2T46H102222
44	1999	Freightliner - Service Truck IFU	1FV6HLAAXXHB76567
45	2006	Chevy Aveo	KL1TD66667B689225
47	2000	Ford E250	1FTNE2424YHB86721
48	2000	Ford E250	1FTNE2421YHB86532
49	2004	Caterpillar 928G Wheel Loader	CAT0928GCDJ00798
51	n/a	Komatsu PC300LC-7L Excavator	A86735
53	2007	Ford F-150	1FTRF12207KC24720
54	n/a	Wacker BPU2540A Honda	n/a
55	2000	Isuzu NQR 2000	JALE5B148Y7901669
57	2007	Chevy Avalanche	3GNEC12067G322297
59	2002	Lee Boy 8500 Asphalt Machine	2860LD
60	2006	Trail King TK70DGHT Low Boy	1TKJ0502X6B045682
61	2008	Komatsu PC45MR3 Mini Excavator	5050
62	2005	Chevy C7500 2,000 Gal Water Truck	1GBL7C1C85F509037

GPE ENGINEERING & GENERAL CONTRACTOR - ADMINISTRATION CHART

ADMINISTRATION				
Reyes, Antonio	President / Owner			
Jimenez, Lester	Contract Management / Estimating			
Duval, Ricardo	Estimator			
Hernandez, Yolanda	Accounting / Office Manager			
Arencibia, Lazaro	General Field Manager / Supervisor			
Estrada, Javier	Field Supervisor			
Barrios, Adrian	Field Supervisor			

FIELD EMPLOYEES					
Alfonso, Alfredo	Foreman / Operator				
Aranda, Jose Miguel	Mechanic				
Bello, Elier	Operator				
Bonet, Celio	General Labor				
Cabezas, Jorge	Dump Truck Driver				
Camejo, Noel	Dump Truck Driver				
Castellano, Fernando	General Labor				
Companioni, Leonardo	Dump Truck Driver				
Cruz, Fernando	General Labor				
Fernandez, Osvaldo	Foreman / Pipe Layer				
Gonzalez, Guillermo	Pipe Layer				
Gonzalez, Guillermo Jr.	General Labor				
Gonzalez, Wilfredo	General Labor				
Hernandez, Jorge	Lowboy Driver / Mechanic				
Suarez Rodriguez, Carlos	General Labor				
Martinez, Raul	General Labor				
Perez-Roman, Graviel	General Labor				
Robaina, Amaury	General Labor				
Roque, Eduardo	Pipe Layer				
Torres, Jose	Foreman /Pipe Layer				
Valdes, Domingo	General Labor				