

**ORIGINAL**

**PROJECT NO.: 12-5116**

**CITY OF HOLLYWOOD**

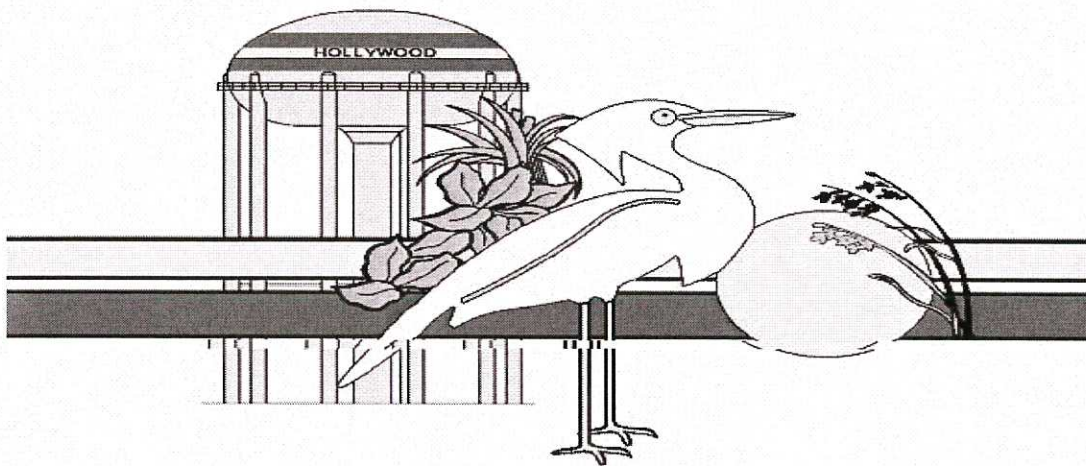
**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**WATER MAIN REPLACEMENT PROGRAM**

**(N 72 AVE TO N 76 AVE FROM POLK ST TO JOHNSON ST)**

**March 2014**



Prepared by:

**EAC CONSULTING, INC.**

5100 NW 33<sup>rd</sup> Avenue  
Suite 243  
Fort Lauderdale, FL 33309



**EAC Consulting, Inc.**

**BID PACKAGE**  
**FOR**  
**WATER MAIN REPLACEMENT PROGRAM**  
**(N 72 AVE TO N 76 AVE FROM POLK ST TO JOHNSON ST)**

**PROJECT NO.: 12-5116**

**SUBMITTED BY:** JVA Engineering Contractor, Inc.

**March 2014**

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## **BID PACKAGE CONTENTS AND REQUIREMENTS**

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## **BID PACKAGE CONTENTS AND REQUIREMENTS**

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00100	Instruction to Bidders
00200	Cone of Silence
00300	Proposal
00301	Proposal Bid Form
00410	Approved Bid Bond
00420	Information Required from Bidders
00435	Local Preference
00495	Trench Safety Form

**SUBMIT THIS COMPLETE PACKAGE AND ONE COPY WITH YOUR BID**

**CITY OF HOLLYWOOD**

**FLORIDA**

**CONTRACT DOCUMENTS**

**WATER MAIN REPLACEMENT PROGRAM  
(N 72 AVE TO N 76 AVE FROM POLK ST TO JOHNSON ST)**

**FOR**

**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES**

**CITY PROJECT NO.: 12-5116**

**March 2014**

**ENGINEERING AND CONSTRUCTION SERVICES DIVISION**



**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES**

**WATER MAIN REPLACEMENT PROGRAM  
(N 72 AVE TO N 76 AVE FROM POLK ST TO JOHNSON ST)**

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**DIVISION 0**  
**BIDDING AND CONTRACT REQUIREMENTS**



CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION (ECSD)

SECTION 00030

NOTICE TO BIDDERS

**PROJECT NAME:** Water Main Replacement Program  
(N. 72<sup>nd</sup> Avenue to N. 76<sup>th</sup> Avenue from Polk Street to Johnson Street)

**PROJECT NUMBER:** 12-5116

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hollywood, Florida, is advertising for sealed bids which shall be submitted to the City Clerk's Office (City Hall, 2600 Hollywood Blvd., Room 221) of the City of Hollywood, Florida, **until 2:00 p.m.**, local time, **April 10, 2014**. On **April 10, 2014 at 2:30 p.m.** the bids will be opened and read publicly in the Department of Public Utilities, Engineering and Construction Services Division Conference Room at 1621 N. 14<sup>th</sup> Avenue, Building A, Hollywood, Florida.

**A mandatory pre-bid conference will be held on March 14, 2014 at 10:00 a.m., at the Southern Regional Wastewater Treatment Plant, located at 1621 N. 14<sup>th</sup> Avenue, Hollywood, Florida 33021, ECSD Conference Room.**

The Bid Package and Contract documents can be downloaded at:

<http://www.hollywoodfl.org/Bids.aspx?CatID=47&txtSort=Category&showAllBids=&Status=open>.

The Bid Package and Contract documents may also be obtained, upon request, at a cost of \$500.00 from the Department of Public Utilities - ECSD at 1621 North 14<sup>th</sup> Avenue in Hollywood. Technical assistance shall be submitted in writing to the Engineer, Clarissa Ip, P.E., [cip@hollywoodfl.org](mailto:cip@hollywoodfl.org).

Each bid must be accompanied by a Bid Security in an amount no less than ten percent (10%) of the bid amount. Said security shall be in the form of a Certified Check or Cashier's Check on a solvent National or State Bank, or a bid bond executed by the Bidder and a qualified Surety, satisfactory and payable to the City of Hollywood, Florida.

A Cone of Silence is in effect with respect to this bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances.

The City of Hollywood is strongly committed to ensuring the participation of local Hollywood vendors in the procurement of goods and services. For additional information about the City's Local Preference Ordinance, visit [www.hollywoodfl.org](http://www.hollywoodfl.org).

**It will be the Bidder's sole responsibility to hand-deliver or mail his/her proposal to the City Clerk's Office at City Hall on or before the closing hour and date for the receipt of bids as noted above.**

The City Commission reserves the right to reject any or all bids, to waive informalities and to accept or reject all or any part of any bid, as they may deem to be in the best interest of the City of Hollywood, Florida.

**Dated this 3<sup>rd</sup> Day of March 2014**

CITY OF HOLLYWOOD, FLORIDA

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

INSTRUCTIONS TO BIDDERS

**1. PREPARATION OF BIDS:**

Bids must be submitted on the separate and enclosed **BIDDING PACKAGE** forms, which shall be completed **by typewriter** or legibly handwritten in ink. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Where unit prices and extended totals are required, unit prices take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If the Bid is made by an individual, he must sign his name therein and state his address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership. Bids by corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

**2. RECEIPT AND OPENING OF BIDS:**

The separate **BIDDING PACKAGE** consisting of the PROPOSAL, PROPOSAL BID FORM, APPROVED BID BOND, TRENCH SAFETY FORM, INFORMATION REQUIRED FROM BIDDERS AND LIST OF SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS shall be completed, signed and sealed as required and must be delivered in a sealed, opaque envelope, addressed to the City Clerk of Hollywood, Florida, by the time called for in the Notice to Bidders and shall be properly identified on the face thereof.

Proposals will be publicly opened and immediately read aloud at the time and place designated in the Notice to Bidders. No proposal will be considered which is not based upon these Drawings and Specifications, or which contains any letter or written memorandum qualifying the same, or which is not properly made out and signed in writing by the Bidder.

**3. PRE-BID CONFERENCE:**

A **mandatory** Pre-bid Conference will be held at the Southern Regional Wastewater Treatment Plant, Building A, 1621 N. 14<sup>th</sup> Avenue, Hollywood, Florida 33019, ECSD Conference Room, on **Friday March 14, 2014 at 10:00 AM**. All Contractors planning to submit a bid must attend the meeting.

**4. CONTRACT DOCUMENTS:**

The Contract Documents give the location and description of the work to be done under this Contract and estimated quantities of each item of work for which Bids are invited, the

INSTRUCTIONS TO BIDDERS

time in which the work must be completed, the amount of the Bid Guaranty, if any, and the date, time and place of the receipt and opening of the Bids.

**5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

The Bidder is required to carefully examine the site of the work and the Contract Documents for the work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the Contract Documents, laws, ordinances, codes and any other factors which may affect the performance of the work. Failure to be so informed will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provision of the Contract Documents and to complete the contemplated work for the consideration set forth in his Bid.

**6. DIMENSIONS, QUANTITIES AND SUBSURFACE INFORMATION:**

Dimensions, quantities and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against the City if the actual amounts, conditions or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

**7. ADDENDA - CHANGES WHILE BIDDING:**

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the Plans or Specifications which shall be included in the work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to the Engineer for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum and a copy of such addendum will be mailed or delivered to each prospective Bidder who has received a set of documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. **ALL INQUIRES MUST BE RECEIVED, IN WRITING, BY THE CITY OF HOLLYWOOD NO LATER THAN 4:00 P.M. THURSDAY, MARCH 27, 2014. AN ADDENDUM WILL BE ISSUED ONE WEEK BEFORE BID DUE DATE.**

**8. BID GUARANTY:**

A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of **10%** of the Bid is required for this project in accordance with the Notice to Bidders.

INSTRUCTIONS TO BIDDERS

**9. TRENCH SAFETY FORM:**

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

**10. QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:**

The Contract will be awarded only to a Bidder, who in the opinion of the Engineer, is fully qualified to undertake the work. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered as sufficient justification to disqualify a Bidder and reject his Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process or receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.

**As part of SECTION 00420, the Bidder:**

- 1. Must provide as part of their references a minimum of three (3) similar projects performed within the last seven (7) years. The projects must be similar in nature and size. Resumes of individuals (especially Superintendent) performing the work must be provided. The Bidder must also state their proposed project manager by name and a list a minimum of two (2) similar projects managed by him/her with references along with his/her resume. Each project must be under a different contract. Only Bidders including their project manager with the capabilities and experience on similar projects will be considered qualified for bid consideration. Judgment of 'similar projects' is at the sole discretion of the City and Engineer. The successful Bidder cannot replace their project manager without providing a suitable replacement which is determined under the sole discretion of the City.**
- 2. Must demonstrate extensive experience in public outreach.**



INSTRUCTIONS TO BIDDERS

**3. Must provide proof of equipment ownership.**

**4. Shall have current or recent CONTINUING contract with a local municipality to perform similar work.**

- F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
- G. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

**12. LIFE AND WITHDRAWAL OF BID:**

All Bids shall remain open for 90 days after the day of the Bid opening, however, the Engineer may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

**13. REJECTION OF IRREGULAR BIDS:**

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

**14. BIDDING ERRORS:**

If after the opening of bids, a Bidder claims an error and requests to be relieved of the Award, or the Engineer believes that an error may have been made then, the Bidder shall present his work sheets and supplier quotations to the Engineer for verification. This information shall be presented on the same day as the bid opening or if the opening is in the afternoon then on the following business day. When the Engineer has suspected an error and requires the documents, Bidder's failure to produce them within the time specified shall make the Bidder non-responsive and thereby eligible for disqualification. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be re-advertised or it may be performed by City forces, as the Commission desires.

INSTRUCTIONS TO BIDDERS

**15. AWARD OF CONTRACT:**

The City Commission reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to re-advertise for all or any part of the work contemplated. If Bids are found to be acceptable by the City Commission, written notice of award will be given to the lowest responsive, responsible Bidder.

**16. EXECUTION OF CONTRACT:**

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) copies of the following to the Engineer.

- A. The Contract
- B. Performance and Payment Bond
- C. Evidence of required Insurance
- D. Proof of authority to execute the Contract
- E. Proof of authority to execute the Bond on behalf of the Awardee
- F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

**17. FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:**

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Article 16 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. In the same manner as Article 13, the Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

**18. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:**

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record the payment and performance

INSTRUCTIONS TO BIDDERS

bonds in the public records of Broward County.

**19. INSURANCE:**

Bidder must satisfy all insurance requirements as set forth in the Supplementary and General Conditions.

**The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.**

**20. QUALIFICATIONS:**

At the time of submission of the bid, Bidder must possess, and be able to provide City, any and all required Federal, State, County and/or municipal licenses, including but not limited to certificates of competency and occupational licenses. Moreover, upon receipt of the Award of the Contract, Bidder must provide proof of valid licensing for all subcontractors and/or material suppliers hired by the Contractor as set forth in Article 16 above.

When the Bidder is a Joint Venture, in order to satisfy the construction licensing requirements one member of a Joint Venture must hold a valid state certificate as well as the appropriate county and city license. The Contractor shall be held responsible for assurance that all subcontractors and/or material suppliers hired by the Contractor have the appropriate state certificate and licenses.

**21. PERMITS:**

The Contractor and Subcontractors must obtain Building Permits required for all work covered under this Contract as well as any other permit required by any other regulatory agency. The Master and Subcontractor Building Permits required by the City shall be obtained and paid for by the Contractor. Any and all other permits required by the City, County, State of Florida, or any other regulatory agency shall be obtained and paid for by the Contractor.

The Contractor or Subcontractors shall also be responsible to call for all inspections as required in Section 105 (Inspections) of the latest edition of the Florida Building Code.

- END OF SECTION -

Project No. 12-5116

SECTION 00200

CONE OF SILENCE



**NOTICE OF IMPOSITION OF CONE OF SILENCE**

On **March 3, 2014** the City of Hollywood, Florida Department of Public Utilities issued the following:

Project No. **12-5116** for the **Water Main Replacement Program (N 72 Ave to N 76 Ave from Polk St to Johnson St)**

Project Scope: The work to be performed includes utility installation, pavement restoration and markings for the work associated with the replacement and upgrades of water mains and service connections.

Pursuant to Section 30.15(E) of the Code of Ordinances, a Cone of Silence has been imposed on the items set forth above. The Cone of Silence will continue until the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

Public Utilities Director

c: City Commission Office  
City Manager  
City Clerk (sunshine board)  
Affected department(s)/office(s)

- END OF SECTION -

00200-1

## SECTION 00300

## PROPOSAL

TO THE MAYOR AND COMMISSIONERS  
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED April 10, 2014

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 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 Local Preference Ordinance.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>04/02/2014</u>
No. _____	Dated _____
No. _____	Dated _____



# PROPOSAL

Attached hereto is a certified check on the

N/A Bank of \_\_\_\_\_

10% of BID PROPOSAL AMOUNT Dollars (\$) according to the conditions under the Instructions to Bidders and provisions therein.

### 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:

(Name of Firm)

(Address) ~~N/A~~

\_\_\_\_\_(SEAL)  
(Signature of Individual)

SECTION 00300

PROPOSAL

\*\*\*\*\*

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:

\_\_\_\_\_  
JVA Engineering Contractor, Inc.  
(Correct Name of Corporation)

By: \_\_\_\_\_  
(SEAL)

SECTION 00300

PROPOSAL

\_\_\_\_\_  
President  
(Official Title)  
  
\_\_\_\_\_  
6600 NW 32nd Avenue, Miami , FL 33147  
(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

\_\_\_\_\_  
JVA Engineering Contractor, Inc.  
(Name of Corporation)

RESOLVED that Jose M. Alvarez  
(Person Authorized to Sign)

\_\_\_\_\_  
President of  
(Title) (Name of Corporation)

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

CITY OF HOLLYWOOD

**Water Main Replacement Program (N 72 Ave to N 76 Ave from Polk St to Johnson St)**  
**Project No.: 12-5116**

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

\_\_\_\_\_  
JVA Engineering Contractor, Inc. at a meeting of its Board of  
(Name of Corporation)

Directors held on the 4th day of April, 20 14.

By: \_\_\_\_\_  
Jose M. Alvarez  
Title: President

(SEAL)

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

- END OF SECTION -



## SECTION 00301

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

**PROPOSAL BID FORM**

Project No.: 12-5116

**Project Name: Water Main Replacement Program  
(N 72 Ave to N 76 Ave from Polk St to Johnson St)**

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 365 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:**

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization (60%) / Demobilization (40%)	1	LS	71,885.76	\$71,885.76
2	Water Service Connection (Within Private Property)	605	EA	1,019.70	\$616,918.50
3	Water Service Connection (Within R/W)	377	EA	1,663.70	\$627,214.90
4	Fire Hydrant	32	EA	5,473.16	\$175,141.12
5	Fire Hydrant Removal	10	EA	515.55	\$5,155.50
6	6-inch PVC (C-900) Pipe and D.I. Fittings	70	LF	46.35	\$3,244.50
7	8-inch PVC (C-900) Pipe and D.I. Fittings	24,045	LF	46.90	\$1,127,710.50
8	12-inch PVC (C-900) Pipe and D.I. Fittings	2,780	LF	67.48	\$187,594.40
9	8-inch D.I. Pipe and D.I. Fittings	160	LF	66.95	\$10,712.00
10	12-inch D.I. Pipe and all D.I. Fittings	40	LF	92.70	\$3,708.00
11	Cut in Connections to Existing Water Main	7	EA	2,380.45	\$16,663.15
12	8"x8" Tapping Sleeve and 8" Tapping Valve	4	EA	5,798.43	\$23,193.72
13	8"x8" Tee	31	EA	871.01	\$27,001.31

## SECTION 00301

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

**PROPOSAL BID FORM**

14	8"x6" Tee	1	EA	<u>806.34</u>	<u>806.34</u>
15	12"x8" Tee	10	EA	<u>1,127.05</u>	<u>\$11,270.50</u>
16	12"x12" Cross	1	EA	<u>1,543.64</u>	<u>\$1,543.64</u>
17	12"x8" Cross	1	EA	<u>1,265.91</u>	<u>\$1,265.91</u>
18	8"x8" Cross	1	EA	<u>1,047.70</u>	<u>\$1,047.70</u>
19	12" Gate Valve	5	EA	<u>2,083.16</u>	<u>\$10,415.80</u>
20	8" Gate Valve	55	EA	<u>1,309.49</u>	<u>\$72,021.95</u>
21	6" Gate Valve	1	EA	<u>999.80</u>	<u>\$999.80</u>
22	12" Cap and Blow Off	1	EA	<u>1,218.52</u>	<u>\$1,218.52</u>
23	8" Cap	6	EA	<u>552.85</u>	<u>\$3,317.10</u>
24	2" Cap	22	EA	<u>391.14</u>	<u>\$8,605.08</u>
25	Cut and Grout Fill	1	LS	<u>62,203.76</u>	<u>\$62,203.76</u>
26	1" Milling	75,000	SY	<u>2.21</u>	<u>\$165,750.00</u>
27	1" Asphaltic Conc. Pavement (Type SP 9.5)	75,000	SY	<u>7.07</u>	<u>\$530,250.00</u>
28	Pavement Marking & Signage	1	LS	<u>25,750.00</u>	<u>\$25,750.00</u>
29	Maintenance of Traffic (MOT)	1	LS	<u>71,203.90</u>	<u>\$71,203.90</u>
30	Owner's Contingency	1	LS	<u>\$250,000</u>	<u>\$250,000</u>
31	Consideration for Indemnification	1	LS	<u>\$10.00</u>	<u>\$10.00</u>

## SECTION 00301

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

**PROPOSAL BID FORM**

32	Permit, Licenses, Fee and Material Testing Allowance	1	LS	<u>\$350,000</u>	<u>\$350,000</u>
----	---	---	----	------------------	------------------

**BASE BID TOTAL FOR COMPLETE PROJECT:**\$4,463,823.36Four Million Four Hundred Sixty Three Thousand Eight Hundred Twenty Three Dollars and Thirty Six Cents**TOTAL BASE BID IN WRITING****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).**

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we JVA Engineering Contractor, Inc., as Principal, and

Darwin National Assurance Company

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

Ten Percent of Amount Bid Dollars (\$ 10%) 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 April 7, 2014 for

Water Main Replacement Program (N 72 Ave to N 76 Ave from Polk St to Johnson St)

City Project No. 12-5116

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 \_\_\_\_\_ 7th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 2014, 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

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

JVA Engineering Contractor, Inc.

Name of Corporation

6600 N.W. 32nd Avenue

Business Address

Miami

Florida

33147

By:

(Affix Corporate Seal)

Jose M. Alvarez

Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jose M. Alvarez, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Jose M. Alvarez who signed the said bond on behalf of the Principal, was then President 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:

  
**Secretary**  
XXXXXXXX Olga Iglesias

Darwin National Assurance Company  
**Corporate Surety**

1690 New Britain Avenue, Suite 101  
**Business Address**  
Farmington CT 06032

BY:   
(Affix Corporate Seal)

Charles J. Nielson  
**Attorney-in-Fact**

Nielson, Hoover & Associates  
**Name of Local Agency**


8000 Governors Square Blvd. #101  
**Business Address**

Miami Lakes FL 33016

STATE OF FLORIDA

Surety Phone No. 646-794-0500

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 Darwin National Assurance Company and  
that the has been authorized by Darwin National Assurance 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 7th day of April, 2014

  
**Notary Public, State of Florida**  
Olga Iglesias

My Commission Expires:  
May 21, 2014



- END OF SECTION -





# DARWIN NATIONAL ASSURANCE COMPANY

30 S. 17<sup>th</sup> St., Suite 810, Philadelphia, PA 19103

## POWER OF ATTORNEY

Issue Date: December 16, 2013

No. 313

Single Transaction Limit: \$ 10,000,000

### KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s):

Charles J. Nielson

David R. Hoover

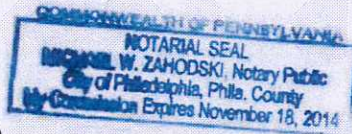
FIRM: Nielson, Hoover & Associates

OFFICE LOCATION: 8000 Governors Square Blvd, Suite 101, Miami Lakes, FL 33016

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 16<sup>th</sup> day of December, 2013



State of Pennsylvania  
County of Philadelphia

)  
) ss.

*Robert E. Staples*

Name: Robert E. Staples  
Title: Senior Vice President

On this 16<sup>th</sup> day of December, 2013, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

*Michael W. Zahodski*

Notary: Michael W. Zahodski  
My Commission Expires: 11-18-2014

### CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, TIMOTHY J. CURRY, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 7 day of April, 2014

Secretary:

*Timothy J. Curry*



## INFORMATION REQUIRED FROM BIDDERS

8. Have you ever failed to complete work awarded to you; if so, where and why?

Never

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

City of Miami-Robert Fenton 786-263-2133

Miami-Dade County WASD-Nelson Cespedes 786-552-8142

City of Opa-Locka-Mohammad Nasir 786-382-7917

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
Pine Needle Lane & Rock Garden Village of Pinecrest		\$1,012,000.00	May 2014	95%
Garden Storm Sewer		\$776,678.50	October 2014	1%

(Continue list on inset sheet, if necessary)

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

JVA owns all equipment necessary for the completion/construction of this project. A complete list is being attached for your review.

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

JVA owns all equipment necessary for the completion/construction of this project. A complete list is being attached for your review. No need to purchase additional equipment.

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.

## INFORMATION REQUIRED FROM BIDDERS

8. Have you ever failed to complete work awarded to you; if so, where and why?

Never

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

Please See Attached Complete List

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
-----------------	------	----------------------------	-------------------------------------	----------------------------

Please See Attached Complete List

(Continue list on inset sheet, if necessary)

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

JVA owns all equipment necessary for the completion/construction of this project. A complete list is being attached for your review.

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

JVA owns all equipment necessary for the completion/construction of this project. A complete list is being attached for your review. No need to purchase additional equipment.

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.

## SECTION 00420

## INFORMATION REQUIRED FROM BIDDERS

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.

	<b>Work to be Performed</b>	<b>Subcontractor's Name / Address</b>
1.	Striping	P&J Striping
		Miami, FL 33178
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

Project No. 12-5116

SECTION 00435

LOCAL VENDOR

(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 responsive 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.

Project No. 12-5116

SECTION 00495

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 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

Trench Box \$10.00/LF

Total \$ 100.00

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

Alejandro Mejia  
\_\_\_\_\_  
Witness Printed Name

6600 NW 32nd Ave.  
\_\_\_\_\_  
Witness Address

4/10/2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor's Signature

Jose M. Alvarez  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

4/10/2014  
\_\_\_\_\_  
Date

- END OF SECTION -

CONTRACT

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, 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:

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:

**Water Main Replacement Program (N 72 Ave to N 76 Ave from Polk St to Johnson St)**

**City Project No.: 12-5116**

Article 2. 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 00/100 Dollars

Article 3. 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 CONTRACTOR of a payment request for up to one-half of the retainage held 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.



SECTION 00500

CONTRACT

- (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.

Article 4. 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 may be stated therein or contemplated therefrom.

Article 5. 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.

Article 6. 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                 | 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. Addenda                          |
| 7. Local Preference                  | 15. Specifications                   |
| 8. Trench Safety Form                | 16. Drawings                         |

CONTRACT

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 be duly authorized by appropriate action of the City.

Article 9. 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.

Article 10. 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.

Article 11. 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



Project No. 12-5116

SECTION 00500

CONTRACT

\*\*\*\*\*

CONTRACTOR

Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

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

_____	_____
(Witness)	(Signature of Individual)

\*\*\*\*\*

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

Signed, sealed and delivered in the presence of:

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

\*\*\*\*\*

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____	_____
(Witness)	(Name of Firm) a Partnership
_____	BY: _____ (SEAL)
(Witness)	(Partner)

\*\*\*\*\*

Project No. 12-5116

SECTION 00500

CONTRACT

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Correct Name of Corporation)

BY: \_\_\_\_\_ (SEAL)  
President

\*\*\*\*\*

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

By \_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
Matthew Lalla, Financial Services  
Department Director

Project No. 12-5116

SECTION 00500

CONTRACT

CERTIFICATE

**STATE OF FLORIDA)  
COUNTY OF BROWARD)**

**I HEREBY CERTIFY** that a meeting of the Board of Directors of \_\_\_\_\_,  
a corporation under the laws of the State of \_\_\_\_\_, was held on \_\_\_\_\_, 20\_\_\_\_, and the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

- END OF SECTION -

00500-6

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 (\$\_\_\_\_\_), 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 installation of the **Water Main Replacement Program (N 72 Ave to N 76 Ave from Polk St to Johnson St), Project No. 12-5116.**

A copy of said **Contract, No. 12-5116**, is incorporated herein by reference and is made a part hereof as if fully copied 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 said Contract and his 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), therein referred to and made a part thereof, and such alterations as may be made in said 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 said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said 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 said 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 said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby 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 Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said 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 said Surety, for value received, hereby 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

Project No. 12-5116

SECTION 00610

PERFORMANCE BOND

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:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (Seal)  
(Signature of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Address

Project No. 12-5116

SECTION 00610

PERFORMANCE BOND

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WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (Seal)  
(Partner)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
Address

\*\*\*\*\*

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_ (Seal)  
(Affix Corporate Seal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Official Title)

Project No. 12-5116

SECTION 00610

PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within 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



Project No. 12-5116

SECTION 00610

PERFORMANCE BOND

TO BE EXECUTED BY CORPORATE SURETY

Attest:

\_\_\_\_\_  
(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 AND LEGALITY    APPROVED AS TO FINANCE:

for the use and reliance of the  
City of Hollywood, Florida only:

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Director, Financial Services

- END OF SECTION -

00610-5

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 herein called the 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 installation of the

**Water Main Replacement Program (N 72 Ave to N 76 Ave from Polk St to Johnson St)  
City Project No.: 12-5116**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if 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.

Said surety for value received hereby 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 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 255.05. Claimants are hereby notified that the Statute 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 intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (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 hereby given that no action for

Project No. 12-5116

SECTION 00620

PAYMENT BOND

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:**

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

(SEAL)

**SURETY:**

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

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

By \_\_\_\_\_

City Attorney

APPROVED AS TO FINANCE:

By

\_\_\_\_\_  
Director, Financial Services

- END OF SECTION -

00620-2



April 10, 2014

City of Hollywood  
City Hall, 2600 Hollywood Blvd., Room 221  
City of Hollywood 33021

Attn: City Clerk

Re: JVA Engineering Contractors' Past Experience and Corporate References

Please allow this letter to serve as an official listing of our active and completed jobs for the past five years. The following list provides corporate References for each project that can speak of our professional competency, manpower and financial capability to perform your project: **Project No. 12-5116 Water Main Replacement Program (N 72<sup>nd</sup> Avenue to N 76<sup>th</sup> Avenue from Polk Street to Johnson Street)**

The following is an official list of JVA's completed and active projects from private and government sectors and corporate references that can verify our competency and reliability. All of the projects below were fully executed and submitted on a timely manner. JVA Engineering Contractor, Inc. provided all manpower, equipment, and maintenance facilities for the completion of these:

**Tri-C Construction Co., Inc.**  
**100 W. Cypress Creek Rd.**  
**Ft. Lauderdale, FL 33309**  
**Contact: Chris Lawrence**  
**Phone: (954) 677-0356**  
**Fax: (954) 677-0359**

2005 Tri - C Construction Co, Inc. - CVS Pharmacy #5897 37<sup>th</sup> & 199<sup>th</sup>

Completion Date: January 2006

Amount: \$371,260.00

Scope of work: Water Distribution, Storm Water Dist. Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

2005 Tri - C Construction Co, Inc. - CVS Pharmacy #7131 Kendall & 127th

Completion Date: February 2006

6600 NW 32<sup>nd</sup> Ave  
Miami, FL 33147  
Tel: 305-696-7902\*Fax: 305-696-7903

Amount: \$323,856.31

Scope of work: Water Distribution, Storm Water Dist. Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

2007 Tri - C Construction Co, Inc. - CVS Pharmacy # 6732 87<sup>th</sup> & Flagler

Completion Date: August 2007

Amount: \$688,823.453

Scope of work: Water Distribution, Storm Water Dist. Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

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**John Moriarty & Associates of Florida, Ind.**

**1942 Tyler Street**

**Hollywood, FL 33020**

**Contact: Bill Suarez**

**Phone: (954) 261-0781**

**Fax: (305) 944-5352**

2006 John Moriarty & Associates of Florida, Inc. – Trump Tower II

Amount: \$288,359.00

Scope of work: Water Distribution, Storm Water Dist. Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

2006 John Moriarty & Associates of Florida, Inc. – Trump Tower III

Amount: \$ 298,024.00

Scope of work: Water Distribution, Storm Water Dist. Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

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**MAD Construction Corp.**

**3930 NW 26th Street**

**Miami, FL 33142**

**Contact: Alan Janney**

**Phone: (305) 871-6410**

**Fax: (305) 871-1293**

2006 Trademark Metal Recycling

Completion Date: January 2007

Amount: \$365,820.00

Scope of work: Asphalt Pavement, Drainage Distribution.



2007 3939 NW 25<sup>th</sup> Street

Completion Date: August 2007

Amount: \$91,600.00

Scope of work: Storm Water Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

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**City of Sweetwater**

**500 SW 109th Avenue**

**Sweetwater, FL 33174**

**Contact: Antero Espinosa**

**Phone: (305) 221-0411**

**Fax: (305) 480 3849**

2007 Various Locations Improvements (Drainage, Concrete & Asphalt Pavement).

Amount: \$55,786.25

Completion Date: July 2007

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**Kimley-Horn and Associates, Inc.**

**1691 Michigan Avenue**

**Suite 400**

**Miami Beach, FL 33139**

**Contact: Walter Lugo**

**Phone: (305) 673-2025**

**Fax: (305) 673-4882**

2007 Retail Building 87<sup>th</sup> & Flagler

Completion Date: August 2007

Amount: \$3,500,000

Scope of work: Water Distribution, Storm Water Dist. Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

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**Village of Pinecrest**

**12645 Pinecrest Parkway**

**Pinecrest, Florida 33156**

**Contact: Daniel F. Moretti**

**Phone: (305) 669-6916**

**Fax: (305) 669-6919**

**E-mail: [moretti@pinecrest-fl.gov](mailto:moretti@pinecrest-fl.gov)**

2007 SW 79<sup>th</sup> Ave Roadway Improvements

Completion Date: November 2007

Amount: \$280,196.50

Scope of work: Storm Water System, Asphalt Pavement, Concrete Pavement.

2007 SW 70<sup>th</sup> Ave Improvements

Completion Date: August 2007

Amount: \$10,700.000

Scope of work: Storm Water System, Asphalt Pavement, Concrete Pavement.

2013 Pine Needle Lane & Rock Garden Storm Water Improvements

Completion Date: March 2014 (Active)

Amount: \$1,012,000.00

Scope of Work: Storm Water System, Asphalt, Concrete Pavement

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**KM Plaza Construction Services**

**120 NE 27th Street**

**Suite 600**

**Miami, FL 33137**

**Contact: Robert Lalle**

**Phone: (786) 693-8717**

**Fax: (786) 693-8738**

2007 Town Center One at Dadeland

Completion Date: December 2008

Amount: \$490,000.00

Scope of work: Water Distribution, Storm Water Dist., Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement.

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**Miami-Dade County Aviation Department**

**4200 NW 36st Street, Building 5A**

**Miami, FL**

**Contact: Johnny Peterson**

**Phone:**

**E-mail: [jp@mikegconst.com](mailto:jp@mikegconst.com)**

MIA- NW 67<sup>th</sup> Ave & NW 36<sup>th</sup> Street Intersection Improvements

Completion Date: October 2011

Value: \$977,000.00

Scope: Storm Sewer Distribution and Roadway Reconstruction

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**Miami-Dade County-Parks, Recreation, and Open Spaces Department**

**275 NW 2<sup>nd</sup> Street, 4<sup>th</sup> Floor**

**Miami, FL 33128**

**Contact: Lydia Salas**

**Phone: 305-755-5456**

**Fax: 305-755-7995**

**Cell: 786-586-8325**

**E-mail: [lydias@miamidade.gov](mailto:lydias@miamidade.gov)**

2007 Biscayne Garden Park Improvement

Completion Date: November 2007

Amount: \$329,601.10

Scope of work: Storm Water Dist., Sewer Dist., Excavation & Grading, Asphalt Pavement, Concrete Pavement

Black Creek Trail Segment A-Phase I, II, and III

Completion Date: August 2013

Amount: \$2,054,514.45

Scope of Work: New Construction and Reconstruction of Bike Path,

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**Miami Dade County Public Works Department**

**111 NW 1 Street**

**Miami, FL 33128**

**Contact: Jesus Gonzalez**

**Phone: 305 375 2172**

2008 WASD Roadway Rehabilitation Contract

Completion Date: June 2008

Amount: \$323,000.00

Scope of work: Asphalt Pavement

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**Miami Dade County Public Works Department**

**111 NW 1 Street**

**Miami, FL 33128**

**Contact: Nestor Melian**

**Phone: 786-375-0004**

PTP Pavement Marking Installation

Completion Date: October 2011

Amount: \$ 356,572.78

Scope of Work: Pavement Markings

2008 97<sup>th</sup> Ave Roadway Widening

Completion Date: January 2009

Amount: \$ 514,615.63

Scope of work: Asphalt Pavement, Clearing, Grubbing, Earthwork, Utility Adjustments, Fencing & Guardrail, and Concrete

2013 Drainage Improvement Project for Multiple Sites-NE 91 Street and NE 87<sup>th</sup> Street From NE 10 Court to North Bayshore Drive

Project No.: 20130156

Completion Date: 05/31/2014

Amount: \$632,909.70

Scope of Work: Drainage Improvements on Multiple Sites

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**Miami Dade County Water & Sewer Department**

**3071 SW 38 Ave,**

**Miami, FL 33146**

**Contact: Nelson Cespedes**

**Phone: 786 552 8142**

**E-mail: [ncesp@miamidade.gov](mailto:ncesp@miamidade.gov)**

2011 Perrine Cutler Ridge Water & Sewer Improvements

Completion Date: December 2012

Project Number: TP0067

Amount: \$2,254,103.10

Scope of Work: Water Main, Gravity Sewer and Force Main

2011 Furnish and Install 36-Inch DI Water Main in NW 87<sup>th</sup> Ave

Completion Date: December 2012

Project Number: T1562

Amount: \$907,216.57

Scope of Work: Water Main, Gravity Sewer and Force Main

Install 24" DI Water Main

Project Number: ER# 15865

Amount: \$698,858.67

Scope of work: Water Distribution, Asphalt Pavement

NAP Misc.-12 Sanitary Sewer Improvements

Project Number: RPQ T1026

Amount: \$ 838,558.26

Scope of work: Gravity Sewer, Force Main, Asphalt Pavement Restoration,  
Concrete

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**City of South Miami**

**4795 SW 75th Avenue**

**Miami, FL 33155**

**Contact: Ajibola Balogun**

**Phone: (305) 668-7355**

City Hall 12-Inch Water Main Extension

Amount: \$217,851.15

Scope of work: Water Distribution, Asphalt Pavement

Citywide Resurfacing Project Phase II

Project Number: SM-2011-16-PW

Amount: \$195,788.34

Scope of Work: Road Resurfacing, Milling, Clearing and Grubbing, Asphalt  
Placement, Retro Reflective Pavement Markers and Striping