

RESOLUTION NO. R-2025-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AWARDING INVITATION FOR BID IFB-267-25-WV FOR THE HOLLYWOOD TIDAL FLOODING MITIGATION AND SHORELINE PROTECTION SITES 3, 4, 5, 11, 12, 7, 8, 14, 15 AND 16 FDEP 22FRP13 PROJECT TO SHORELINE FOUNDATION, INC.; AND APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTRACT WITH SHORELINE FOUNDATION, INC. FOR CONSTRUCTION OF THE HOLLYWOOD TIDAL FLOODING MITIGATION AND SHORELINE PROTECTION SITES 3, 4, 5, 11, 12, 7, 8, 14, 15 AND 16 FDEP 22FRP13, A GENERAL OBLIGATION BOND PROJECT, IN AN AMOUNT UP TO \$3,648,808.00.

WHEREAS, on March 12, 2019, the City held a Special Election where a majority of voters approved funding in the amount of \$14,091,065.00, through a General Obligation Bond ("GO Bond"), for the Tidal Flooding Mitigation and Shoreline Protection Project ("Project"); and

WHEREAS, this GO Bond Project was divided into 22 smaller projects and classified as "Phases I, II and III" projects. Phase I projects were funded to include survey, planning, permitting, final design and construction engineering services; and

WHEREAS, Phases II and III projects were only funded to include conceptual design, which included the projects at Polk Street Marina, Key Holes at North and South Lake, street ends at North and South Lake, and Intracoastal City-owned properties; and

WHEREAS, the Department of Design and Construction Management ("DCM"), on behalf of the City, submitted a grant application to the State of Florida Department of Environmental Protection ("FDEP") for funding through its Resilient Florida Grant Program in the amount of \$13,908,935.00; and

WHEREAS, the City was awarded FDEP Resilient Florida Grant ("Grant") funding in the amount of \$14,112,000.00 for both the development of construction documents, and construction of the improvements for the Tidal Flooding Mitigation Phases I, II and III projects; and

WHEREAS, on September 21, 2022, the City Commission passed and adopted Resolution No. R-2022-281, approving the appropriate City officials to accept and execute FDEP Resilient Florida Grant Agreement ("Agreement No. 22FRP13") and authorizing the required matching funds to be paid from the GO Bond; and

WHEREAS, on January 18, 2023, the City Commission passed and adopted Resolution No. R-2023-032, approving and authorizing the appropriate City officials to execute the amended and restated Consulting Agreement with Cummins Cederberg, Inc. for Engineering, Surveying and General Consulting Services for Phases II and III of the Project; with 50% of the design funded by FDEP Resilient Florida grant; and

WHEREAS, on December 6, 2023, the City Commission passed and adopted Resolution No. R-2023-402, approving and authorizing the appropriate City officials to execute Amendment No. 1 to FDEP Resilient Florida Grant, naming the project Hollywood Tidal Flooding and Mitigation and Shoreline Protection Project and approving and authorizing the appropriate City officials to execute all applicable grant documents, agreements and amendments; and

WHEREAS, on December 11, 2024, the City advertised Invitation for Bid IFB-267-25-WV for Hollywood Tidal Flooding Mitigation and Shoreline Protection Project Sites 3,4,5,11,12,7,8,14,15 & 16 FDEP 22FRP13 ("IFB-267-25-WV") on www.Opengov.com; and

WHEREAS, on January 28, 2025, DCM and the Department of Procurement and Contract Compliance received bids as follows:

1.	Shoreline Foundation, Inc.	\$3,648,808.00
2.	Ebsary Foundation Company	\$4,716,980.00

; and

WHEREAS, DCM and the Office of Procurement and Contract Compliance reviewed and evaluated the submitted bids in accordance with Section 38.43(F) of the City's Procurement Code, and after the evaluation, Shoreline Foundation, Inc. was determined to be the best value and the lowest responsive and responsible bidder; and

WHEREAS, on February 20, 2025, a Notice of Intent of Award was posted on the City's website and on www.Opengov.com, and resulted in no bid protests; and

WHEREAS, the Director of DCM and the Chief Procurement Officer recommend that the City Commission award IFB-267-25-WV to Shoreline Foundation, Inc. and approve and authorize the appropriate City officials to execute a contract with Shoreline Foundation, Inc. in an amount up to \$3,648,808.00; and

WHEREAS, funding for this Project was included in the FY 2025 Capital Improvement Plan and is available in account number 111.179901.51900.563010.001678.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it awards IFB-267-25-WV to the lowest responsive, responsible bidder, Shoreline Foundation, Inc.

Section 3: That it approves and authorizes the execution, by the appropriate City officials, of a contract with Shoreline Foundation, Inc. for the construction of the Hollywood Tidal Flooding Mitigation and Shoreline Protection Project Sites 3, 4, 5, 11, 12, 7, 8, 14, 15 & 16 FDEP 22FRP13, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form by the City Attorney.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5 day of MARCH, 2025.

ATTEST


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM:

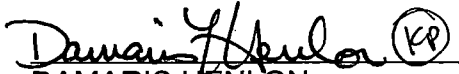

DAMARIS HENLON
INTERIM CITY ATTORNEY

EXHIBIT A
CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (or "Agreement"), made and entered into this ____ day of ____, 2025, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation organized and existing under the laws of the state of Florida ("CITY"), and Shoreline Foundation, Inc., ("CONTRACTOR")(jointly referred to as the "Parties").

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

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

**Hollywood Tidal Flooding Mitigation and Shoreline Protection Sites 3,4,5,11,12,7,8,14,15 & 6 FDEP
22FRP13
Invitation for Bids No.: IFB-267-25-WV**

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

Based upon the prices shown in the Proposal submitted by the CONTRACTOR to the CITY, a copy of which is made a part of this Contract, the City shall pay to the CONTRACTOR for the work set forth in the Contract Documents the sum up to \$3,648,808.00.

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

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

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

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

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

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

- | | |
|---|---|
| 1. Invitation for Bid IFB-267-25-WV | 9. Contract |
| 2. Notice to Bidders / 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. Grant Agreement and Amendments |
| | , Federal Contract Requirements, |
| | Davis Bacon Wage Rates |
| 7. Addenda | 15. Construction Drawings, Geotech Report |
| 8. Trench Safety Form (N/A) | 16. Environmental Permits |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the Contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida, that is in effect prior to the date the CITY issues its invitation for bids.

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

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

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

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

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

Article 12. Contract Term: The initial term of this Contract shall be for a period of 250 calendar days beginning upon the issuance of the notice to proceed.

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

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

- 1. Keep and maintain public records required by the public agency to perform the service.**
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.**
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.**
- 4. Upon completion of the contract, transfer, at no cost, to the public**

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

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

THE CITY OF HOLLYWOOD, FLORIDA

By: _____
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

DAMARIS HENLON
INTERIM CITY ATTORNEY

CONTRACTOR

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:

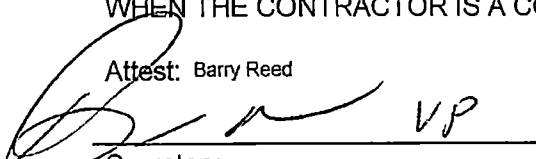
_____	_____
(Witness)	(Name of Firm)
_____	_____ (SEAL)
(Witness)	(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

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

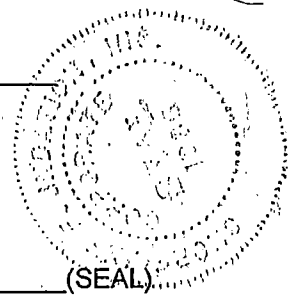
WHEN THE CONTRACTOR IS A CORPORATION:

Attest: Barry Reed

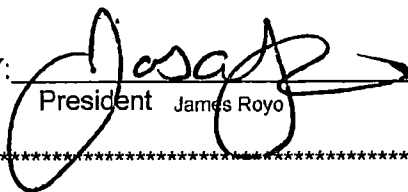

Secretary

Shoreline Foundation, Inc.

(Correct Name of Corporation)



BY:



President James Royo

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By

Damaris Henlon
Interim City Attorney

By

Stephanie Tinsley
Financial Services Director

CERTIFICATE


STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that a meeting of the Board of Directors of Shoreline Foundation, Inc., a corporation under the laws of the State of Florida, was held on 1/15, 2025, and the following resolution was duly passed and adopted:

"RESOLVED, that James Royo 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 this resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 15th day of January, 2025.



Secretary Barry Reed VP

- END OF SECTION -