

THIS PACKAGE CONTAINS:

NOTICE OF IMPOSITION OF CONE OF SILENCE

NOTICE TO ALL BIDDERS AND PROPOSERS

NOTICE TO BIDDERS

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TRENCH SAFETY FORM

EXHIBITS:

- A. Local Preference
- B. Cone of Silence

ATTACHMENT:

- A Site Work Specifications

**SUBMIT THIS COMPLETE PACKAGE WITH YOUR BID IN DUPLICATE**



### NOTICE OF IMPOSITION OF CONE OF SILENCE

On **August 12, 2016**, the City of Hollywood, FL Department of Development Services issued the following:

#### **DOWNTOWN LIGHTING – FILLMORE, TAYLOR, JACKSON, MADISON, JEFFERSON AND ADAMS STREETS. Project Bid # PW-16-004 (C-D-E-F-G-H)**

#### SCOPE:

This project includes installation of street lighting at Fillmore, Taylor, Jackson, Madison, Jefferson and Adams Streets from 21<sup>st</sup> Avenue to Federal Highway. The owner, the CRA, will provide the poles and light fixtures. Some of the work involved includes installation of light poles and fixtures, hand-holes, wiring, 2 inches conduits for street lighting and CCTV systems, directional boring, removal and restoration of sidewalks, sod, and more. All labor, materials, equipment and services necessary to complete the work as shown on the plans and as specified herein shall be provided by the Contractor.

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.

cc: City Commission Office  
City Manager  
City Clerk (sunshine board)  
Public Works Department  
CRA Executive Director

The following are to be copied by email only:

Maryury Collier  
Paul Bassar  
George Keller  
Jeffrey Sheffel  
Lorna Bailey

## NOTICE TO ALL BIDDERS AND PROPOSERS

The City of Hollywood City Commission adopted by Ordinance No. O-2007-05, which created Section 30.15(E) imposing a Cone of Silence for certain City procurement.

"Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Section 38.40 of the Code of Ordinances between: any person who seeks an award therefore, including a potential vendor or vendor's representative, and any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

"Vendor's representative" means an employee, partner, officer, or director of a potential vendor, or consultant, Lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The Cone of Silence shall terminate at the time 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.

A full copy of Section 30.15(E) is attached to the bid document for your review. If you have any questions, please contact the name listed in the attached bid document.

## **NOTICE TO ALL BIDDERS AND PROPOSERS**

**Local Preference: Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to 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 responsible bidder 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.**

**For questions or additional information regarding Program compliance, please contact:**

Paul Bassar, Contract Compliance Officer  
Procurement Services  
2600 Hollywood Boulevard, Room 303  
Hollywood, FL 33022-9045  
Phone: (954) 921-3290  
Fax: (954) 921-3086



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**NOTICE TO BIDDERS**

**PROJECT NAME:** DOWNTOWN LIGHTING – FILLMORE, TAYLOR, JACKSON,  
MADISON, JEFFERSON AND ADAMS STREETS.

**PROJECT BID NUMBER:** DCRA-16-004 (C-D-E-F-G-H)

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 Boulevard, Room 221) of the City of Hollywood, Florida, until **Friday, September 9, 2016 at 2:00 pm.**, local time, at which time the bids will be opened and read publicly in the Department of Development Services Conference Room at 2600 Hollywood Blvd. – Room 308, Hollywood, Florida, 33022. **A Pre-bid Conference will be held on Tuesday, August 23, 2016, at 2:00 pm, local time, at City Hall, Department of Development Services, Conference Room #308 located at 2600 Hollywood Blvd, Hollywood, Florida 33022. Attendance at this pre-bid meeting is not required.**

The Bid Package and any other Contract documents may be obtained from the Department of Development Services at 2600 Hollywood Blvd. – Room 308 in Hollywood. The contract documents and drawings can be downloaded at [www.bidsync.com](http://www.bidsync.com). Questions prior to bid opening shall be submitted in writing no later than **Friday, September 2, 2016** to Jose D Garcia, PE ([jgarcia@hollywoodfl.org](mailto:jgarcia@hollywoodfl.org)) or Terrence Comiskey, R.A. ([tcomiskey@hollywoodfl.org](mailto:tcomiskey@hollywoodfl.org)), Department of Development Services, phone 954-921-3900

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.

**It will be the sole responsibility of the Bidder to deliver personally or by 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 12 Day of August 2016

CITY OF HOLLYWOOD, FLORIDA

Luis A. Lopez, City Engineer  
Department of Development Services

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BIDS:

Bids must be submitted on the attached Proposal, which shall be completed in ink or by typewriter. 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 Proposal and the Bid Guarantee, as assembled herein, 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 Pre-bid Conference will be held on **Tuesday, August 23, 2016, at 2:00 pm**, local time, at City Hall, Department of Development Services, Conference Room #308 located at 2600 Hollywood Blvd, Hollywood, Florida 33022. Attendance at this pre-bid meeting is not required.** Contractors with questions or concerns are encouraged to attend. It is the responsibility of the Contractor to visit the site prior to bidding.

**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 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 CRA are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against CRA 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 Project Manager 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 CRA will not be responsible for any other explanations or interpretations of the proposed documents.

**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 **WILL BE** required for this project in accordance with the Notice to Bidders.

**9. 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 CRA 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 CRA.
- 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 of 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.
- 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 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 CRA, or any taxes, licenses or other monies due the CRA; in litigation with the CRA or having defaulted on a previous contract with the CRA.

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

All bids shall remain open for 60 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.

**11. 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.

**12. 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 certified 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, failure to produce them within the time specified shall make the Bidder non-responsive and thereby disqualified. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be readvertised or it may be performed by the CRA forces, as the CRA Board desires.

If after review, the Engineer is convinced that an honest, allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility and his Bid Guaranty shall be returned. If the Engineer is not convinced that an honest, allowable error has been made, the Bid Guaranty shall be held by the CRA for damages incurred.

Should the actual damages be less than the Bid Guaranty, any excess amount will be returned to the Bidder. If actual damages are greater than the Bid Guaranty, the CRA shall have the right to proceed against the defaulting Bidder for the additional damages. Award may be made as stated above.

**13. AWARD OF CONTRACT:**

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

**14. PREFERENCES FOR LOCAL BIDDERS:**

Local Preference: Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood

vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsible responsive bidder 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.

**15. NOT USED**

**16. EXECUTION OF CONTRACT:**

The Bidder to whom the Contract is awarded shall, within ten (10) days of the date of award, execute and deliver two 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 Sub-Contractors and Contract Value for each
- G. Proof of valid City of Hollywood Building Department Registration for the Contractor and all Sub-Contractors.

The above documents must be furnished, executed and delivered before the Contract will be executed by the CRA. The Contract shall not be binding upon the CRA until it has been executed by the CRA 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 Section 15 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 CRA may elect to revoke the Award. The CRA shall hold the Bid Guaranty of any Bidder failing to execute the awarded Contract for consequential damages incurred, and the Contract awarded, as the CRA Board desires.

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

Performance and Payment Bonds equal to the total Bid will be required of the Awardee. The Performance and Payment Bonds must be written by a Surety licensed to do business in the State of Florida:

- A. Listed in the United States Department of Treasury's Circular 750, and
- B. Rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

On projects not exceeding \$500,000, a bond written by an unrated surety will be accepted provided that evidence is submitted to show full compliance with Florida State Statutes Section 287.0935.

**19. INSURANCE:**

Evidence of insurance must comply with the provisions of Paragraph 13.4 of the General Conditions.

**20. BUILDING DEPARTMENT REGISTRATION:**

The awardee and all Sub-Contractors, in order to obtain any required City of Hollywood permit, must register with the City of Hollywood Building Department. Registration must be current and in effect prior to the execution of the contract by the CRA. Registration can be obtained upon presentation of

- A. Proof of valid insurance with the City of Hollywood CRA named as the Certificate Holder to receive notification upon insurance expiration or cancellation;
- B. An Occupational License from within the State of Florida, and
- C. Either a Broward County Central Examining Board Card (with State of Florida Registration) or State of Florida Certification.

**21. BUILDING PERMITS:**

The CONTRACTOR and Sub-Contractors must obtain the standard Building Department Permits as may be required by the City of Hollywood Building Department for any work covered under this Contract. The CRA shall pay all City of Hollywood permit fees including any Federal, State, and County surcharges applicable at the time that the permit is issued. The Contractor or Sub-Contractors shall be responsible for obtaining all inspections required under Section 305 of the latest Broward edition of the South Florida Building Code.

The Contractor shall obtain all other required permits and licenses as specified in Section 1.6 of the Supplementary Conditions. Payment for all applicable permit

and license fees shall be made in accordance with Section 1.6 of the Supplementary Conditions.

**22. PUBLIC ENTITY CRIMES FORM:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## PROPOSAL

TO THE CRA BOARD  
CITY OF HOLLYWOOD, FLORIDA  
BEACH COMMUNITY REDEVELOPMENT AGENCY

SUBMITTED AGC Electric Inc.

Dear Board Members:

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 Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda and Drawings, 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.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the CRA 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 CRA; 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 PROJECT MANAGER; and to complete all Contract Work with the time specified in the Bid Form, as may be modified by Article 14, Instructions to Bidders, 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.

The BIDDER acknowledges receipt of the following addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

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

Attached hereto is a certified check on the \_\_\_\_\_  
\_\_\_\_\_ Bank of \_\_\_\_\_

\_\_\_\_\_ or approved Bid Bond for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) according to the conditions under the

Instructions to Bidders and provisions therein.

WHEN THE BIDDER IS AN INDIVIDUAL:

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

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

WHEN THE BIDDER IS A PARTNERSHIP:

\_\_\_\_\_  
(Name of Firm) A Partnership

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

\_\_\_\_\_

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

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

Name and Address of all Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEN THE BIDDER IS A JOINT VENTURE:

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

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

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

\_\_\_\_\_  
(Printed Name & Official Title)

Organized under the laws of the State of \_\_\_\_\_, and authorized by 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:

**AGC Electric Inc.**

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

**2660 W 79th Street**

\_\_\_\_\_  
(Address of Corporation)

Hialeah, Florida 33016

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

**Tomas V. Curbelo**

\_\_\_\_\_  
(Printed Name & Official Title)

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

CERTIFIED COPY  
RESOLUTION OF BOARD OF DIRECTORS

AGC Electric Inc.

(Name of Corporation)

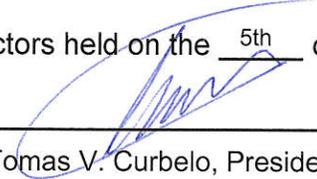
RESOLVED that

Tomas V. Curbelo of AGC Electric Inc.  
(Person Authorized to Sign) (Name of Corporation)

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

The foregoing is a true and correct copy of the Resolution adopted by AGC Electric Inc. at a meeting of its Board of (Name of Corporation)

Directors held on the 5th day of September, 2016.

By:  (SEAL)

Tomas V. Curbelo, President

(Printed Name & Official Title)

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



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

**Project No.: DCRA 16-004 (C-D-E-F-G-H)**

**Project Name: Downtown Lighting – Fillmore, Taylor, Jackson, Madison,  
Jefferson And Adams Streets.**

**Account No.: 66.0115.15315.552.006303**

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 180 calendar days following the issuance of the Notice to Proceed. **UNIT PRICE PREVAILS OVER TOTAL PRICE.** All entries on this form must be typed or written in block form in ink. Quantities Furnished are for information purposes only.

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

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

**Note:**

- Contractor to accept the light fixtures and poles to be stored in the storage lot at the corner of Adams St. and Dixie Hwy. In addition, contractor to deliver the light poles and fixtures from the storage lot to the work site.
- Contractor to relocate three times 2 project signs as part of this proposal. The signs are 4'X6' mounted on (2) 4"X4" posts. These signs are information signs regarding this project.



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

<b>Downtown Lighting Fillmore Street</b>					
<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Maintenance of Traffic	1	LS	12,593.00	12,593.00
2	General conditions and Mobilization	1	LS	37,779.00	37,779.00
3	COH furnished lightpoles/fixtures	21	EA	0	0
4	Furnish all materials, labor and equipment to install COH furnished lightpoles/fixtures	21	EA	3,730.00	78,330.00
5	Furnish all materials, labor and equipment to install handholes and wirings	24	EA	2,540.00	60,960.00
6	Furnish all materials, labor and equipment to install (1) 2 inches conduit with directional bore	2,200	LF	11.00	24,200.00
7	Furnish all materials, labor and equipment to install (3) 2 inches conduits with directional bore	2,400	LF	17.00	40,800.00
8	Furnish all materials, labor and equipment to install electrical service point	1	LS	10,372.00	10,372.00
9	Furnish all materials, labor and equipment to remove and restore concrete sidewalk	1,000	SF	35.00	3,500.00
10	Bahia SOD, including preparation of area, excavate/fill and compact as necessary, complete in place, as specified	N/A	SF		
11	Pre-construction video and Photos of exist. Conditions within project limits	1	LS	1,200.00	1,200.00
12	Provide set of "As-Built Drawings" at the completion of the work	1	LS	1,000.00	1,000.00
	<b>SUB-TOTAL FILLMORE ST.</b>		\$		270,734.00



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

<b>Downtown Lighting Taylor Street</b>					
<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Maintenance of Traffic	1	LS	10,969.00	10,964.00
2	General conditions and Mobilization	1	LS	32,909.00	32,909.00
3	COH furnished lightpoles/fixtures	19	EA	0	0
4	Furnish all materials, labor and equipment to install COH furnished lightpoles/fixtures	19	EA	3,730.00	70,870.00
5	Furnish all materials, labor and equipment to install handholes and wirings	22	EA	2,310.00	50,820.00
6	Furnish all materials, labor and equipment to install (1) 2 inches conduit with directional bore	1,500	LF	11.00	16,500.00
7	Furnish all materials, labor and equipment to install (3) 2 inches conduits with directional bore	2,400	LF	17.00	40,800.00
8	Furnish all materials, labor and equipment to install electrical service point	1	LS	8,105.00	8,105.00
9	Furnish all materials, labor and equipment to remove and restore concrete sidewalk	800	SF	35.00	28,000.00
10	Bahia SOD, including preparation of area, excavate/fill and compact as necessary, complete in place, as specified	350	SF	6.00	2,100.00
11	Pre-construction video and Photos of exist. Conditions within project limits	1	LS	1,200.00	1,200.00
12	Provide set of "As-Built Drawings" at the completion of the work	1	LS	1,000.00	1,000.00
	<b>SUB-TOTAL TAYLOR ST.</b>		\$		<b>263,268.00</b>



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

<b>Downtown Lighting Jackson Street</b>					
<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Maintenance of Traffic	1	LS	10,267.00	10,267.00
2	General conditions and Mobilization	1	LS	30,802.00	30,802.00
3	COH furnished lightpoles/fixtures	17	EA	0	0
4	Furnish all materials, labor and equipment to install COH furnished lightpoles/fixtures	17	EA	3,370.00	57,290.00
5	Furnish all materials, labor and equipment to install handholes and wirings	20	EA	2,017.00	40,340.00
6	Furnish all materials, labor and equipment to install (1) 2 inches conduit with directional bore	2,000	LF	11.00	22,000.00
7	Furnish all materials, labor and equipment to install (3) 2 inches conduits with directional bore	2,400	LF	17.00	48,000.00
8	Furnish all materials, labor and equipment to install electrical service point	1	LS	10,372.00	10,372.00
9	Furnish all materials, labor and equipment to remove and restore concrete sidewalk	650	SF	35.00	22,750.00
10	Bahia SOD, including preparation of area, excavate/fill and compact as necessary, complete in place, as specified	400	SF	6.00	2,400.00
11	Pre-construction video and Photos of exist. Conditions within project limits	1	LS	1,200.00	1,200.00
12	Provide set of "As-Built Drawings" at the completion of the work	1	LS	1,000.00	1,000.00
	<b>SUB-TOTAL JACKSON ST.</b>		\$		246,421.00



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

<b>Downtown Lighting Madison Street</b>					
<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Maintenance of Traffic	1	LS	10,197.00	10,197.00
2	General conditions and Mobilization	1	LS	30,593.00	30,593.00
3	COH furnished lightpoles/fixtures	19	EA	0	0
4	Furnish all materials, labor and equipment to install COH furnished lightpoles/fixtures	19	EA	3,370.00	64,030.00
5	Furnish all materials, labor and equipment to install handholes and wirings	21	EA	2,168.00	45,528.00
6	Furnish all materials, labor and equipment to install (1) 2 inches conduit with directional bore	1,700	LF	11.00	18,700.00
7	Furnish all materials, labor and equipment to install (3) 2 inches conduits with directional bore	2,400	LF	17.00	40,800.00
8	Furnish all materials, labor and equipment to install electrical service point	1	LS	8,105.00	8,105.00
9	Furnish all materials, labor and equipment to remove and restore concrete sidewalk	650	SF	35.00	22,750.00
10	Bahia SOD, including preparation of area, excavate/fill and compact as necessary, complete in place, as specified	300	SF	6.00	1,800.00
11	Pre-construction video and Photos of exist. Conditions within project limits	1	LS	1,200.00	1,200.00
12	Provide set of "As-Built Drawings" at the completion of the work	1	LS	1,000.00	1,000.00
	<b>SUB-TOTAL MADISON ST.</b>		\$		<b>244,703.00</b>



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

<b>Downtown Lighting Jefferson Street</b>					
<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Maintenance of Traffic	1	LS	10,163.00	10,163.00
2	General conditions and Mobilization	1	LS	30,491.00	30,491.00
3	COH furnished lightpoles/fixtures	19	EA	0	0
4	Furnish all materials, labor and equipment to install COH furnished lightpoles/fixtures	19	EA	3,320.00	64,030.00
5	Furnish all materials, labor and equipment to install handholes and wirings	22	EA	1,983.00	43,626.00
6	Furnish all materials, labor and equipment to install (1) 2 inches conduit with directional bore	1,100	LF	11.00	12,100.00
7	Furnish all materials, labor and equipment to install (3) 2 inches conduits with directional bore	2,500	LF	17.00	42,500.00
8	Furnish all materials, labor and equipment to install electrical service point	1	LS	10,372.00	10,372.00
9	Furnish all materials, labor and equipment to remove and restore concrete sidewalk	750	SF	35.00	26,250.00
10	Bahia SOD, including preparation of area, excavate/fill and compact as necessary, complete in place, as specified	400	SF	6.00	2,400.00
11	Pre-construction video and Photos of exist. Conditions within project limits	1	LS	1,200.00	1,200.00
12	Provide set of "As-Built Drawings" at the completion of the work	1	LS	1,000.00	1,000.00
	<b>SUB-TOTAL JEFFERSON ST.</b>		\$		244,132.00



**CITY OF HOLLYWOOD  
DEPARTMENT OF DEVELOPMENT SERVICES**

**PROPOSAL BID FORM**

<b>Downtown Lighting Adams Street</b>					
<b>No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Maintenance of Traffic	1	LS	11,670.00	11,670.00
2	General conditions and Mobilization	1	LS	35,011.00	35,011.00
3	COH furnished lightpoles/fixtures	20	EA	0	0
4	Furnish all materials, labor and equipment to install COH furnished lightpoles/fixtures	20	EA	3,370.00	67,400.00
5	Furnish all materials, labor and equipment to install handholes and wirings	23	EA	2,206.00	50,738.00
6	Furnish all materials, labor and equipment to install (1) 2 inches conduit with directional bore	2,400	LF	11.00	26,400.00
7	Furnish all materials, labor and equipment to install (3) 2 inches conduits with directional bore	2,300	LF	17.00	39,100.00
8	Furnish all materials, labor and equipment to install electrical service point	1	LS	10,372.00	10,372.00
9	Furnish all materials, labor and equipment to remove and restore concrete sidewalk	1,000	SF	35.00	35,000.00
10	Bahia SOD, including preparation of area, excavate/fill and compact as necessary, complete in place, as specified	400	SF	6.00	2,400.00
11	Pre-construction video and Photos of exist. Conditions within project limits	1	LS	1,200.00	1,200.00
12	Provide set of "As-Built Drawings" at the completion of the work	1	LS	1,000.00	1,000.00
	<b>SUB-TOTAL ADAMS ST.</b>		\$		280,091.00



**APPROVED BID BOND**  
(Construction)

STATE OF FLORIDA  
COUNTY OF BROWARD  
CITY OF HOLLYWOOD

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ AGC Electric, Inc. \_\_\_\_\_, as Principal, and  
\_\_\_\_\_ Great American Insurance Company \_\_\_\_\_, as Surety, are held  
and firmly bound unto the Hollywood, Florida Community Redevelopment Agency in the sum of \_\_\_\_  
\_\_\_\_\_ Ten Percent of Amount Bid \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated \_\_\_\_\_ September 9th, 20 16 \_\_\_\_\_

for: Downtown Lighting - Fillmore, Taylor, Jackson, Madison, Jefferson And Adams Streets  
\_\_\_\_\_ Project No.: DCRA 16-004 (C-D-E-F-G-H-) \_\_\_\_\_

NOW, THEREFORE, if the principal shall not withdraw said bid within 60 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 CRA, 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.

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 CRA the difference between the amount specified in said bid and such larger amount for which the CRA 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 9th day of September, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:  
Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Address

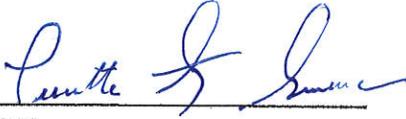
\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:



Secretary

AGC Electric, Inc.  
Name of Corporation

2660 West 79th Street  
Business Address

Hialeah, FL 33016

By:

  
(Affix Corporate Seal)

Printed Name

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Pierrette de la Sierra, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Tomás V. Cortelo 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.



Secretary

(Seal)

TO BE EXECUTED BY CORPORATE SURETY:

As Per Attached Power-of-Attorney  
Secretary

Great American Insurance Company  
Corporate Surety

301 E Fourth Street  
Business Address

Cincinnati, OH 45202

By:

*Warren M. Alter*  
(Affix Corporate Seal)

Warren M. Alter  
Attorney-In-Fact

Alter Surety Group, Inc.  
Name of Local Agency

5979 N.W. 151 Street, Suite # 202  
Business Address

Miami Lakes, FL 33014



STATE OF FLORIDA  
COUNTY OF BROWARD  
CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_  
Warren M. Alter to me well known, who being by me first duly sworn upon oath  
says that he is the attorney-in-fact for the Great American Insurance Company and that he has been  
authorized by \_\_\_\_\_ Them \_\_\_\_\_ to execute the foregoing bond on behalf  
of the CONTRACTOR named therein in favor of the Hollywood, Florida Community  
Redevelopment Agency.

Subscribed and sworn to before me this 9th day of September, 2016.



Commission Number: FF 164600

*Karol Kelly*  
Notary Public, State of Florida

My Commission Expires: 09/30/2018

Karol Kelly  
Printed Name of Notary

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 19958

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	BOTH
DAVID T. SATINE	MIAMI LAKES, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of APRIL 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 11TH day of APRIL, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of September, 2016



*Steph L C. B.*  
Assistant Secretary





**INFORMATION REQUIRED OF BIDDERS**

GENERAL INFORMATION

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

1. Contractor's Name/Address: AGC Electric Inc.  
2660 W 79th Street  
Hialeah, Florida 33016

2. Contractor's Telephone Number: 305-823-2280

3. Qualifier's Name: Enrique I. Guzman

4. Contractor's Primary Classification: Electrical Contractor

State Registration Number (attach copy, if applicable): n/a

Contractor's Certification/Competency Number (attach copy): EC0000764

Issuing Agency: State of Florida

Occupational License Number (attach copy): n/a

Issuing Agency: n/a

5. Number of years as a Contractor in construction work of the type involved in this Contract: 18

6. List the names and titles of all officers of Contractor's firm:  
Tomas V. Curbelo - President  
Enrique I. Guzman - Vice President  
Pierrette de la Sierra - Secretary

7. Name of person who inspected site or proposed work for your firm:

Name: Tomas V. Curbelo

Date of Inspection: Did not inspect site

NOTE: If requested by the CRA, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

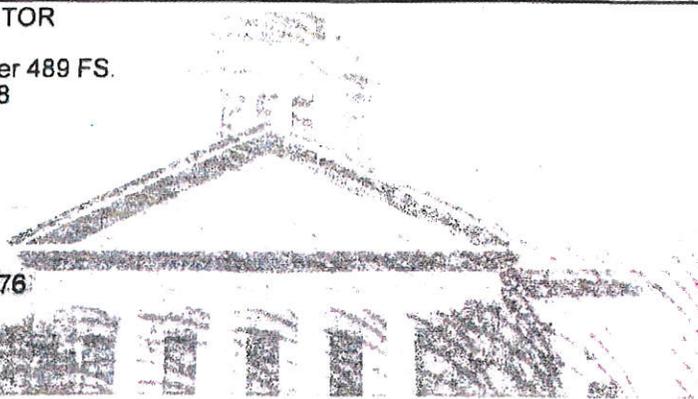
**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD**



<b>LICENSE NUMBER</b>	
EC0000764	

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

GUZMAN, ENRIQUE I  
AGC ELECTRIC, INC.  
14780 SW 98 AVENUE  
MIAMI FL 33176



ISSUED: 08/03/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608030002109



City of Hialeah  
**Business Tax Receipt**

**2015-16**

Mayor Carlos Hernandez

No: 238210-54

(OLD-1731-807)

Amount: \$ 150.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: TOMAS CURBELO

Type of Business: **Electrical Contractors and Other Wiring Installation Contractors**

AGC ELECTRIC INC  
2660 W 79 ST  
HIALEAH, FL 33016

Business Location:

2660 W 79 ST

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



4528783

**BUSINESS NAME/LOCATION**  
AGC ELECTRIC INC  
2660 W 79 ST  
HIALEAH, FL 33016

**RECEIPT NO.**  
RENEWAL  
4727740

**EXPIRES**  
**SEPTEMBER 30, 2017**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
AGC ELECTRIC INC

**SEC. TYPE OF BUSINESS**  
196 ELECTRICAL  
CONTRACTOR

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

Worker(s) 18

EC0000764

69.00 08/01/2016  
0223-16-005390

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



LIST OF SUB-CONTRACTORS

The Bidder SHALL list below the name, address, and phone number of each Sub-Contractor 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 Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the CRA. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

<u>Work to be Performed</u>	<u>Sub-Contractor's Name/Address</u>	<u>Telephone #</u>
1. <u>No Sub-Contractor's work to be done by AGC Electric Inc.</u>	_____	_____
_____	_____	_____
2. _____	_____	_____
_____	_____	_____
3. _____	_____	_____
_____	_____	_____
4. _____	_____	_____
_____	_____	_____
5. _____	_____	_____
_____	_____	_____
6. _____	_____	_____
_____	_____	_____
7. _____	_____	_____
_____	_____	_____
8. _____	_____	_____
_____	_____	_____
9. _____	_____	_____
_____	_____	_____
10. _____	_____	_____
_____	_____	_____

NOTE: Attach additional sheets if required.

**REFERENCES**

**INFORMATION REQUIRED OF BIDDERS**

**Contractor's Name:** AGC Electric Inc. **Phone Number:** 305-823-2280

**Contractor's Address:** 2660 W 79th Street, Hialeah, Florida 33016

Please list all of the projects you have completed in the last three (3) years, by using the following table.

Project Name or Description:	Location/Address:	Completion Date	Contract Amount	Contact Person Name & Phone Number:
1. MDCPWWM 20120028	111 NW 1st Street 14th FL	2-16-2015	580,500	Oscar Rubio 305-375-1918
	Miami, Florida 33128			
2. FDOT D6 E6I13	1773 NW 205th Street	9-23-2015	158,825	Leah de Riel, PE 305-219-4035
	Miami, Florida 33179			
3. FIU Astro Science	580 NW 92nd Street	12-14-2015	214,327	Mike Seeney 305-751-1692
	Miami Shores, Florida 33138			
4. FDOT T6326	1773 NE 205th Street	8-28-14	598,775	Virgil Versaggi, P.E. 305-640-7185
	Miami, Florida 33179			
5. MDCPWWM 20120156	1773 NE 205th Street	11-7-2014	865,332	Leah de Riel, P.E. 305-219-4035
	Miami, Florida 33179			
6. St. Petersburg 12018-112	PO Box 2542	5-31-16	840,776	Michael Ryle, P.E. 727-883-7171
	St. Petersburg, FL 33731			
7. MDCPW-PTP 20120071	111 NW 1st Street 14th FL	4-20-15	690,300	Leah de Riel, P.E. 305-219-4035
	Miami, Florida			

8.	<b>FDOT E-6H17</b>	1773 NE 205th Street Miami, Florida 33179	7-16-15	1,000,000	Leah de Riel, P.E. 305-219-4035
9.	Miami Beach Convention Center	1901 Convention Center Miami Beach, Florida 33139	8-21-2015	1,967,427	Angelo Grande 786-276-2608
10.	City of Tamarac - Generator	7525 NW 88th Avenue Tamarac, Florida 33321	9-25-15	273,235	Bill Lewis 954-597-3420
11.	<b>MDCPW 20110103</b>	111 NW 1st Street 14th FL. Miami, Florida 33128	10-29-13	428,400	Felix Hernandez 305-375-2960
12.	<b>MDC North Campus</b>	7051 SW 12th Street Miami, Florida 33128	6-30-13	278,117	Alvaro Minoso 305-994-9901
13.	<b>MDCPW 20110104</b>	111 NW 1st Street 14th FL Miami, Florida 33128	10-29-13	404,114	Felix Hernandez 305-375-2960
14.	<b>FDOT T6292</b>	11300 NW South River Drive Medley, FL 33178	9-2-14	205,528	Elliott Eichel 305-882-1950
15.	<b>FDOT E6H17</b>	1773 NE 205th Street Miami, Florida 33179	10-4-13	223,332	Leah de Riel, P.E. 305-219-4035

You may attach additional sheets as necessary

References - Page

### 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:

TUC

Method of Compliance

Cost

Trenches will be less than 5ft deep

Total \$ n/a

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

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

Esperanza Chirino  
Witness Signature

Esperanza Chirino  
Witness Printed Name

2660 W. 79th St. HIA, FL.  
Witness Address

9-9-16  
Date

[Signature]  
Contractor's Signature

Tomas V. Curbelo  
Printed Name

President  
Title

9-09-16  
Date

- END OF SECTION -

# EXHIBIT A

# NOTICE TO ALL BIDDERS AND PROPOSERS

**Local Preference: Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive 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 bidder 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.**

**For questions or additional information regarding Program compliance, please contact:**

Paul Bassar, Contract Compliance Officer  
Procurement Services  
2600 Hollywood Boulevard, Room 303  
Hollywood, FL 33022-9045  
Phone: (954) 921-3290  
Fax: (954) 921-3086

# EXHIBIT B

PO-2006-48

ORDINANCE NO. 0-2007-05

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, AMENDING CHAPTER 30 OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 30.15 ENTITLED "LOBBYIST; REGISTRATION AND DISCLOSURE; ENFORCEMENT" IN ORDER TO ESTABLISH A CONE OF SILENCE.

WHEREAS, Section 30.15 of the Hollywood Code of Ordinances establishes the procedures and guidelines for Lobbying activities; and

WHEREAS, the City Commission desires to update Section 30.15 to include a Cone of Silence;

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

Section 1: That Section 30.15 of the City's Code of Ordinances entitled "Lobbyists; Registration and Disclosure; Enforcement" is hereby amended to read as follows:

**TITLE III: ADMINISTRATION**

**CHAPTER 30: CITY POLICIES, GENERALLY**

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**LOBBYISTS/VENDORS; EX PARTE COMMUNICATIONS**

**§30.15 LOBBYIST/VENDOR REGULATIONS.**

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\* \* \*

**(E) Cone of Silence.**

(1) "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Section 38.40 of the Code of Ordinances between:

(Coding: Words in struck-through type are deletions from existing law, words underscored are additions)

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

For purposes of this subsection, "vendor's representative" means an employee, partner, officer, or director of a potential vendor, or consultant, Lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

(2) A Cone of Silence shall be applicable to each RFP, RLI, RFQ, bid, or other competitive solicitation upon the issuance of the applicable RFP, RLI, RFQ, bid or other competitive solicitation. At the time of imposition of the Cone of Silence, public notice of the Cone of Silence shall be posted. A statement disclosing the requirements of this subsection shall be included in any advertisement and public solicitation for goods and services. The City Manager or his/her designee shall issue a notice to the affected department(s) the City Clerk, and City Commission's Office that such RFP, RLI, RFQ, bid or other competitive solicitation has been issued and the Cone of Silence has been imposed.

(3) The Cone of Silence shall terminate at the time 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.

(4) Nothing contained herein shall prohibit any potential vendor or vendor's representative:

(a) from making public presentations at a duly noticed pre-bid conference or before a duly noticed evaluation committee meeting;

(b) from communicating with the City Commission during a duly noticed public meeting; or

(c) from communicating verbally or in writing with a City employee for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RLI, RFQ, or bid documents. Only written addenda will be binding. No oral representations, clarifications, or changes made to the written specification by the City's employees, shall be binding unless such clarifications or changes are provided to bidders/proposers in written addendum form. All written information shall be provided to the members

of the applicable Evaluation Committee, including any response thereto and attached to the City Commission agenda item or to the City Manager for consideration of the award under the applicable competitive solicitation.

(d) from communicating in writing with the Director of Procurement Services or other staff person specifically designated on the procurement document, subject to the following provisions:

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RLI, RFQ, or other bid document number.

All written information shall be provided to the members of the applicable Evaluation Committee, including any response thereto and attached to the City Commission agenda item or to the City Manager for consideration of the award under the applicable competitive solicitation.

(e) from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

(f) from attending meetings with homeowner associations, civic associations and the like to discuss a particular RFP, RFQ, RLI, bid or other competitive solicitation where a City Commissioner is in attendance.

(5) Penalties. A violation of, or failure to comply with this subsection shall subject the offender, upon conviction, to a fine of \$500.00, or imprisonment for a period not to exceed 60 days, or both such fine and imprisonment shall be imposed. In addition, the provisions of subsections (6) through (8) below shall apply.

(6) The City Manager shall be informed of any vendor/vendor's representative who is alleged to have violated the requirements of this subsection. In such an event, the City Manager shall cause an investigation to be performed by the Cone of Silence Evaluation Committee (herein referred to as the Committee). The Committee shall be comprised of the Director of Financial Services, the Director of Business Development, the City Clerk, and the director or designee of the Department or Office for which the contract is to be awarded. The Director of the Department or Office for which the contract is to be awarded, or his/her designee, shall serve as the chairperson of the Committee. The City Attorney or designee shall be counsel to the Committee.

The Committee shall investigate the alleged violations, and present a written report, including recommendations, to the City Manager. If the City Manager determines that a

violation has occurred, he/she may void an award pursuant to subsection (7) below, and/or order a debarment as provided in subsection (8) below, based on the severity of the violation.

A copy of the Committee's report, and the City Manager's determination of a violation, if any, as well as the voiding of the award as provided in paragraph (7) below and/or the order of debarment as provided in paragraph (8) below, if any, shall be furnished or mailed to the vendor and vendor's representative who has been investigated.

(7) A determination of violation shall render any RFP award, RLI award, RFQ award, or bid award, or any contract entered into pursuant thereto, to said potential vendor voidable, at the sole discretion of the City Manager, for those contracts which he/she is otherwise authorized to approve, or the City Commission, for all other contracts.

(8) The debarment of a vendor due to said violation shall be for a period commensurate with the seriousness of the violation and shall continue for the duration ordered by the City Manager. Where the violation is willful or egregious, an indefinite term of debarment may be imposed. During the period of debarment, the vendor, and other companies with any of the officers or principals the same as the debarred vendor, may not bid on any City contracts, regardless of the dollar amount, nor be approved as a subcontractor on any City contract.

(9) Appeal. A vendor/vendor's representative who is determined to have violated this subsection and who has been penalized as provided in subsections (7) or (8) may appeal in writing within ten (10) days or the date of receipt of the notice of violation. Said appeal request shall be submitted to the City Clerk, who shall place the appeal on the next available City Commission meeting.

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Section 2: That it is the intention of the City Commission and it is hereby ordained that the provisions of this section shall be made a part of the Code of Ordinances of the City of Hollywood, Florida, and the sections of the Code may be renumbered to accomplish such intention.

Section 3: That if any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 4: That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

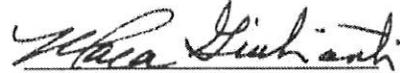
ORDINANCE CONCERNING SILENCE CHAPTER 30

Section 5: That this Ordinance shall be in full force and effect immediately upon its passage and adoption.

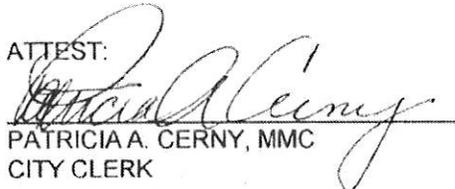
Advertised March 9, 2007.

PASSED on first reading this 21 day of February, 2007.

PASSED AND ADOPTED on second reading this 21 day of March, 2007.

  
MARA GIULIANTI, MAYOR

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

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

  
DANIEL L. ABBOTT, CITY ATTORNEY

3/22/07pac