

RESOLUTION NO. R-2012-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED CONTRACT BETWEEN EXCELTECH COATING & APPLICATIONS, LLC AND THE CITY OF HOLLYWOOD FOR CONSTRUCTION SERVICES RELATED TO THE BAR SCREEN CHAMBER STRUCTURAL REHABILITATION AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT AS IDENTIFIED IN THE 2007/2008 WASTEWATER SYSTEM MASTER PLAN, IN THE AMOUNT OF \$416,000.00.

WHEREAS, the 2008/2009 Wastewater System Master Plan identified the need to rehabilitate the existing Bar Screen Chamber and the Grit Removal System at the Southern Regional Wastewater Treatment Plant; and

WHEREAS, due to the close physical proximity and the operational nature of both the Bar Screen Chambers and the Grit Removal System, the combination of these two systems is also referred to as Headworks; and

WHEREAS, in order to ease the challenging construction approaches for this project, the Department of Public Services is implementing the construction of this project in two distinctive phases; and

WHEREAS, the first phase will consist of the structural rehabilitation of the Bar Screen Chambers, and the second phase, which will be implemented at a later time, will consist of mechanical rehabilitations of the Bar Screens and the Grit Removal System; and

WHEREAS, this resolution only pertains to the implementation of the first phase, the structural rehabilitation of the Bar Screen Chambers; and

WHEREAS, Department of Public Services staff also reviewed different construction alternatives and determined that in order to achieve construction savings of up to \$4,000,000.00 (for not installing an elaborate bypass system), the best approach to achieve acceptable structural rehabilitation of the underground influent and effluent chambers is to use innovative construction methods and perform the work in wet conditions; and

WHEREAS, Hazen and Sawyer, P.C. completed the design, Department of Public Services staff advertised for construction services on March 25, 2012, and on April 24, 2012, bid proposal packages were publicly opened with the following results:

NO.	BIDDER	BASE BID
1	Exceltech Coating & Applications, LLC	\$416,000.00

; and

WHEREAS, due to the challenging nature of the anticipated working environment, Department of Public Services staff expected no more than two (2) general contractors, in the State of Florida, to submit bid packages for this project; however, the second expected bidder was not available to submit a bid package; and

WHEREAS, after thoroughly evaluating the bid proposals for compliance with the contract technical specifications, Department of Public Services staff determined that Exceltech Coating & Applications, LLC., the only bidder, is a responsible and responsive bidder; and

WHEREAS, funding for the Headworks Rehabilitation project (which is a combination of the Bar Screens Rehabilitation and Grit Removal System) is included in the FY 2011 Capital Improvement Program that was approved by Resolution No. R-2010-335; and

WHEREAS, the account number to fund this project is 42.4000.85876.536.006301; and

WHEREAS, the Administration recommends that the City Commission authorize the appropriate City Officials to execute the attached agreement between Exceltech Coating & Applications, LLC., and the City of Hollywood for the construction services related to the Bar Screen Chamber Rehabilitation project at the Southern Regional Wastewater Treatment Plant, in the amount of \$416,000.00; and

WHEREAS, the estimated construction time for this project is sixty (60) days;

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

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached agreement between Exceltech Coating & Applications, LLC. and the City of Hollywood, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

RESOLUTION BETWEEN EXCELTECH COATING & APPLICATIONS, LLC AND THE CITY OF HOLLYWOOD FOR CONSTRUCTION SERVICES RELATED TO THE BAR SCREEN CHAMBER STRUCTURAL REHABILITATION AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$416,000.00.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 20 day of June, 2012



PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

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



JEFFREY P. SHEFFEL, CITY ATTORNEY *dm*

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, A.D., _____, 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:

**Bar Screen Chamber Rehabilitation
City Project No. 12-9214**

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 _____

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.
- (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 Minority Business Enterprise
and Local Small Business Enterprise
Forms | 15. Specifications |
| 8. Trench Safety Form | 16. Drawings |

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:

City Clerk

BAR SCREEN CHAMBER REHABILITATION

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 _____
City Attorney

APPROVED AS TO FINANCE:

By _____
Director, Finance & Information Technology