

RESOLUTION NO. R-2022-337

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CONTRACTS WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. AND RIC-MAN INTERNATIONAL, INC. FOR CONSTRUCTION SERVICES RELATED TO ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED \$1,000,000.00 PER CONTRACT.

WHEREAS, the Department of Public Utilities (“Department”) owns, operates, and maintains the water distribution and sewer collection system infrastructure within the City’s service area and is responsible for routine repair and improvements to both systems; and

WHEREAS, pipes and other components of these systems require repair and replacement due to unexpected emergency situations or on an as-needed basis to prevent substantial threat to life or property; and

WHEREAS, the Department has identified the need to retain two qualified contractors to provide as-needed on-call or emergency repair services to maintain continuous service of the water distribution and sewer collection systems; and

WHEREAS, on June 27, 2022, Notice of Bid Availability for Bid IFB-4730-22-OT, On-Call and Emergency Water and Sewer Utility Repair Services, was electronically advertised and sent to 8,932 firms and viewed by 36 firms on Bidsync.com in accordance with Section 38.43 of the City’s Procurement Code; and

WHEREAS, on August 3, 2022, six bid proposals were received for Bid IFB-4730-22-OT, with the below results:

<u>Bidder</u>	<u>Bid Total</u>
1. Southeastern Engineering Contractor, Inc.	\$1,235,670.40
2. ComTech Engineering, Inc.	\$1,623,370.30
3. Ric-Man International, Inc.	\$1,748,870.30
4. David Mancini & Sons, Inc.	\$2,490,880.20
5. Man-Con Incorporated	\$3,674,008.00
6. Southern Underground Industries, Inc.	No Bid/Non-Responsive

; and

WHEREAS, after evaluating all bids, the Department and the Office of Procurement and Contract Compliance staff determined that the second lowest bidder, ComTech Engineering, Inc., was non-responsive due to their lack of required references; and

WHEREAS, the Department and the Office of Procurement and Contract Compliance staff thoroughly evaluated the bids for responsiveness and responsibility and best value in accordance with Section 38.43(F) of the City's Procurement Code, and after evaluation, determined Southeastern Engineering Contractor, Inc. to be the lowest responsive and responsible bidder and who met the best value criteria pursuant to the Procurement Code; and

WHEREAS, due to the elimination of ComTech Engineering, Inc., Ric-Man International, Inc. was determined to be the second lowest responsive and responsible bidder, and its proposal meets the best value criteria pursuant to the Procurement Code; and

WHEREAS, on September 12, 2022, a Notice of Intent to Award was posted on the City's website and on BidSync.com, and resulted in no bid protests; and

WHEREAS, in accordance with Paragraph 14 of the Bid, the primary contract will be awarded to the Southeastern Engineering Contractor, Inc. as the firm is the lowest responsive and responsible vendor, and the secondary contract will be awarded to Ric-Man International, Inc. as the firm was determined to be the second lowest responsive and responsible vendor; and

WHEREAS, the Interim Director of Public Utilities and the Chief Procurement Officer recommend that the City Commission approve and authorize the appropriate City officials to execute the attached contracts with Southeastern Engineering Contractor, Inc. (Primary) and Ric-Man International, Inc. (Secondary) in the amount of \$1,000,000.00 per contract for on-call and emergency water and sewer utility repair services; and

WHEREAS, the contracts with Southeastern Engineering Contractor, Inc. and Ric-Man International, Inc. provide an initial term of two years, with three additional one-year renewal terms, at the option of the City and under the same terms and conditions; and.

WHEREAS, funding for this project was included in the amended FY 2023 Capital Improvement Plan, and is available in account number 442.409901.53600.531210.001481.000.000.

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 approves and authorizes the execution, by the appropriate City officials, of the attached contracts with Southeastern Engineering Contractor, Inc. and Ric-Man International, Inc., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

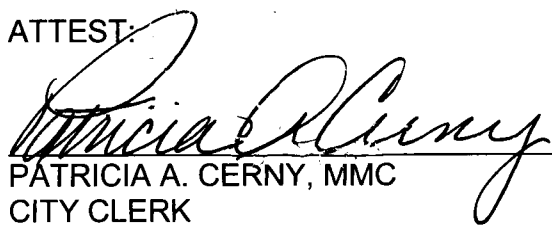
Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 2 day of November, 2022.



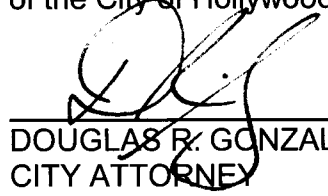
JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

SECTION 00500

CONTRACT

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

Southeastern Engineering Contractors, Inc.

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:

ON-CALL AND EMERGENCY WATER AND SEWER UTILITY REPAIR SERVICES
Bid No.: IFB-4730-22-OT

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 **One Million with 0/100 Dollars (\$1,000,000.00)**

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 five percent (5%) 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 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 Preference (Exhibit A) | 15. Specifications |
| 8. Trench Safety Form (N/A) | 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.

Article 12. Contract Term: The initial term of this contract shall be for a period of two (2) years beginning upon the notice to proceed. The CITY may renew three times this contract for one (1) additional one (1) year period subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

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)
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

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PATRICIA A. CERNY, MMC, CITY CLERK

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

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

_____	_____
(Witness)	(Signature of Individual)

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

Signed, sealed and delivered in the presence of:

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

WHEN THE CONTRACTOR IS A PARTNERSHIP:

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

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

(Correct Name of Corporation)

BY: _____(SEAL)
President

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

APPROVED AS TO FINANCE:

By _____
Douglas R. Gonzales
City Attorney

By _____
David E. Keller
Financial Services Director

SECTION 00500

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Party of the First Part

By: _____(SEAL)
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

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

_____	_____
(Witness)	(Signature of Individual)

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

Signed, sealed and delivered in the presence of:

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

WHEN THE CONTRACTOR IS A PARTNERSHIP:

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

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

(Correct Name of Corporation)

BY: _____(SEAL)
President

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

APPROVED AS TO FINANCE:

By _____
Douglas R. Gonzales
City Attorney

By _____
David E. Keller
Financial Services Director