Hollywood

City of Hollywood

Procurement Services

Otis Thomas, Interim Director/Chief Procurement Officer 2600 Hollywood Boulevard, Hollywood, FL 33020

[TOWER CONTRACTING CORP] RESPONSE DOCUMENT REPORT

IFB No. IFB-333-25-WV

Covid-19 Memorial at Bob Butterworth Park (Re-Bid)

RESPONSE DEADLINE: July 29, 2025 at 3:00 pm Report Generated: Tuesday, August 12, 2025

Tower Contracting Corp Response

CONTACT INFORMATION

Company:

Tower Contracting Corp

Email:

t@towercc.org

Contact:

Timothy Smith

Address:

1100 ATLANTIC SHORES BLVD Suite 301 Hallandale Beach, FL 33009

Phone:

(305) 756-8700

Website:

N/A

Submission Date:

Jul 29, 2025 11:15 AM (Eastern Time)

Covid-19 Memorial at Bob Butterworth Park (Re-Bid)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload for each vendor reference. Reference forms are to be completed by your vendor reference. They must be sent back to you to be uploaded with your bid response. A minimum of three (3) references are required.

• Vendor Reference Form.pdf

vendor_reference.pdf

2. INFORMATION UPLOAD

Please upload all specifications/licenses for your submittal here per requirements on Section 4.4 Deliverable and Objectives.

2026 CGC Tower.pdf

3. HOLD HARMLESS AND INDEMNITY CLAUSE*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

4. NON-COLLUSION STATEMENT*

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

5. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or

- Covid-19 Memorial at Bob Butterworth Park (Re-Bid)
 - commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

6. DRUG-FREE WORKPLACE PROGRAM*

- A. IDENTICAL TIE PROPOSALS Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer

- of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Confirmed

7. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,

- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

8. Certificate of Insurance*

See requirements in the #SPECIAL TERM AND CONDITIONS section.

COI_-_Town_of_Davie.pdf

9. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

33-3230333

Click to Verify Value will be copied to clipboard

10. ACKNOWLEDGMENT AND SIGNATURE PAGE

IF CORPORATION - DATE INCORPORATED/ORGANIZED:* 1974

Covid-19 Memorial at Bob Butterworth Park (Re-Bid)

STATE INCORPORATED/ORGANIZED:*

REMITTANCE ADDRESS*

1100 Atlantic Shores Blvd #301 Hallandale Beach, FL 33009

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME* Timothy Smith

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

Confirmed

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.*

Confirmed

11. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY:*
(Print individual's name and title) (Print name of entity submitting sworn statement)

[TOWER CONTRACTING CORP] RESPONSE DOCUMENT REPORT IFB No. IFB-333-25-WV

Covid-19 Memorial at Bob Butterworth Park (Re-Bid)

Timothy Smith VP

SWORN STATEMENT CONTINUATION:*

Enter business address:

1100 Atlantic Shores Blvd 301Hallandale Beach, FL 33009

SWORN STATEMENT CONTINUATION:*

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

33-3230333

SWORN STATEMENT CONTINUATION:*

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Understood

SWORN STATEMENT CONTINUATION:*

I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime, or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees,

[TOWER CONTRACTING CORP] RESPONSE DOCUMENT REPORT

IFB No. IFB-333-25-WV

Covid-19 Memorial at Bob Butterworth Park (Re-Bid)

members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

SWORN STATEMENT CONTINUATION:*

I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

Confirmed

Confirmed

SWORN STATEMENT CONTINUATION:*

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

Covid-19 Memorial at Bob Butterworth Park (Re-Bid)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

SWORN STATEMENT CONFIRMATION*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

PRICE TABLES

CONTRACTOR PRICING PROPOSAL: COVID-19 MEMORIAL AT BOB BUTTERWORTH PARK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	General Conditions / General Requirements	1	LS	\$24,000.00	\$24,000.00
2	Allowance: Payment and Performance Bond (calculate 4% of construction cost)	1	LS	\$10,271.20	\$10,271.20
3	Mobilization (shall not exceed 3% of bid items excluding General Conditions/General Requirements and P&P Bond)	1	LS	\$6,781.00	\$6,781.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Relocate Gumbo Limbo	1	EA	\$18,000.00	\$18,000.00
5	Hardscape Furniture: Bench (Material and Installation)	6	EA	\$3,000.00	\$18,000.00
7	Hardscape Furniture: Metal Panel and Structure (Material and Installation)	2	EA	\$19,000.00	\$38,000.00
8	Hardscape Paving and Finishes (Material and Installation) Refer to Contract Documents	1	LS	\$30,000.00	\$30,000.00
9	Metal Edging (Material and Installation)	1	LS	\$20,000.00	\$20,000.00
10	Concrete Edging (Material and Installation)	1	LS	\$36,000.00	\$36,000.00
11	Tree: Bauhinia x blakeana (Material and Installation)	3	EA	\$2,000.00	\$6,000.00
12	Tree: Plumeria obtusa (Material and Installation)	3	EA	\$2,000.00	\$6,000.00
13	Tree: Erythrina caffra (Material and Installation)	3	EA	\$2,000.00	\$6,000.00
14	Tree: Michelia champaca 'Yellow (Material and Installation)	3	EA	\$2,000.00	\$6,000.00
15	Irrigation (Material and Installation)	1	LS	\$20,000.00	\$20,000.00
16	Site Grading as needed	1	LS	\$3,000.00	\$3,000.00
17	Root Pruning Existing to Remain Trees (encountered during construction).	1	LS	\$3,000.00	\$3,000.00
18	Tree Protection (Material, Installation and Maintenance)	1	LS	\$12,000.00	\$12,000.00
19	Landscape Ground Cover	1	LS	\$4,000.00	\$4,000.00
TOTAL					

[TOWER CONTRACTING CORP] RESPONSE DOCUMENT REPORT IFB No. IFB-333-25-WV Covid-19 Memorial at Bob Butterworth Park (Re-Bid)							

VENDOR REFERENCE FORM

City of Hollywood Sol	icitation #:	IFB -333-25-WV							
Reference for:		TOWER CONTRACIME LOPP							
Organization/Firm Na reference: Organization/Firm Co Name: Email:	ntact	Mr. Torek T-Rings	Rihan D Rihan D Man.com	EVELEDMAT Title: Phone: 305	L+d. 5-467-426				
Name of Referenced Project: Date Services were provided:		Longwood Contract No:							
Referenced Vendor's Project: Would you use the Ve again?	role in	Project Amount: SI 900,000 Prime Vendor Ves Project Amount: SI 900,000 Subcontractor/ Subconsultant No. Please specify in addition comments							
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TIMOTHY HENRY

TOWER CONTRACTING CORP 3750 NW 28 STREET UNIT 201 MIAMI FL 33142

LICENSE NUMBER: CGC060131

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights t	o the cert	ificate holder in lieu of su								
PRODUCER				CONTACT NAME: James B PHONE (054) 444 0097 FAX (054) 002 4020						
Zenix Insurance LLC				Ext): (954)	14-9987		FAX (A/C, No):	(954)	902-4020	
2901 Simms St. Suite C				E-MAIL ADDRESS: diana.perez@zenixinsurance.com						
				INSURER(S) AFFORDING COVERAGE NAIC #						
Hollywood FL 33020									10713	
INSURED				INSURER B:						
Tower Contracting Corp				INSURER C:						
1100 Atlantic Shores Boulev	ard		INSUREI	RD:						
			INSUREI	RE:						
Hallandale Beach		FL 33009	INSUREI	RF:						
COVERAGES CER	RTIFICATE	NUMBER:				REVISION NUM	/IBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									WHICH THIS	
NSR LTR TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	;		
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POLICY PRO- JECT LOC						PRODUCTS - COMP	P/OP AGG	\$ 1,00	00,000	
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH- ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDE	NT	\$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	17.6					E.L. DISEASE - EA I	EMPLOYEE	\$		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POL	JCY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Proof of Insurance	CLES (ACORE	0 101, Additional Remarks Schedu	ule, may be	e attached if mor	e space is requir	ed)				
CERTIFICATE HOLDER			CANC	ELLATION						
Town of Davie 8800 SW 36th Street			THE ACC	EXPIRATION ORDANCE WI	N DATE THI TH THE POLIC	DESCRIBED POLICE EREOF, NOTICE LY PROVISIONS.				
Davie FL 33328				Daniel Ross						

Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRD COAST INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS

SCHEDULED PERSON ORGANIZATION ONGOING OPERATIONS ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Additional Insured:

As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.

Designated Project/Location to which this endorsement applies:

All Projects and Locations

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section III - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

- В. This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured hereunder terminates, upon the earlier of:
 - All work, including materials, parts or equipment furnished by the Named Insured in connection 1. with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;
 - That portion of "your work" out of which the injury or damage arises has been put to its intended 2. use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC009138725 Third Coast Insurance Company

Date: 05/30/2025

Time: 12:01 a.m.

Abel Travis President

Bobbi Elliot, Corporate Secretary