

RESOLUTION NO. R-2022-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTRACT WITH CARDINAL CONTRACTORS, INC. FOR CONSTRUCTION SERVICES RELATED TO DEEP INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION IN THE AMOUNT OF \$112,299,970.00; APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AUTHORIZATION TO PROCEED FOR WORK ORDER NUMBER B&C 22-02 WITH BROWN AND CALDWELL FOR ADDITIONAL SERVICES TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THIS PROJECT FOR AN AMOUNT NOT TO EXCEED \$5,179,402.00.

WHEREAS, the City of Hollywood has historically disposed of treated effluent from its Southern Regional Wastewater Treatment Plant ("SRWWTP") using a combination of water reclamation and reuse as well as disposal via discharge to deep injection wells and an outfall to the Atlantic Ocean; and

WHEREAS, Section 403.086(10), Florida Statutes, sets forth the Legislature's findings relating to the discharge of domestic wastewater through ocean outfall and established scheduled milestones whereby the City must modify use of its ocean outfall for the discharge of secondarily treated effluent by December 31, 2025, and the City must achieve cumulative reductions in phosphorus and nitrogen nutrients discharged, eliminate the discharge of secondary effluent to the ocean with limited exceptions that allow the discharge of peak wet weather flows; and

WHEREAS, the Deep Injection Wells No. 3 and No. 4 Pump Station project is a key step in virtually eliminating continued routine use of the ocean outfall for disposal of effluent, and is required to facilitate a diversion of effluent from the existing ocean outfall to a network of four deep injection wells, of which two are in the final stages of construction; and

WHEREAS, on November 26, 2019, the Department of Public Utilities ("Department") advertised for statement of qualifications for design and construction administration services for the Deep Injection Wells No. 3 and No. 4 Pump Station project in accordance with the procedures set forth in Section 287.055, Florida Statutes, entitled "Consultants' Competitive Negotiation Act" ("CCNA"), and the City's Procurement Code; and

WHEREAS, due to the COVID-19 pandemic and in accordance with state law, on April 1, 2020, the City Manager approved a professional engineering consultant services agreement with Brown and Caldwell ("B&C"), the highest-ranked firm selected through

the Request For Qualification ("RFQ") process for design, permitting and bidding services for the Deep Injection Wells No. 3 and No.4 Pump Station project in the amount not to exceed \$4,246,570.00 pursuant to RFQ No. 19-9119A and based upon the attached Memo No. CM-20-016; and

WHEREAS, B&C completed the design of Deep Injection Wells No. 3 and No. 4 Pump Station, and the City obtained a construction permit from the Florida Department of Environmental Protection ("FDEP") on April 9, 2021; and

WHEREAS, on November 30, 2021, Notice of Bid Availability for Bid No. F-4696-21-OT was posted on the City's website, advertised, and sent to 5,967 firms and viewed by 45 vendors on Bidsync.com in accordance with Section 38.43 of the City's Procurement Code; and

WHEREAS, Bid No. F-4696-21-OT was opened on January 31, 2022, and only one Bid proposal was received with the following result:

Bidder	Bid Amount
Cardinal Contractors, Inc.	\$114,404,970.00

; and

WHEREAS, B&C, the Department and Procurement staff thoroughly evaluated the Bid for responsiveness and responsibility, and after evaluation, Cardinal Contractors, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, B&C, the Department and Procurement staff conducted value engineering evaluation with Cardinal Contractors, Inc. and agreed on savings in the amount of \$2,105,000.00 by allowing utilization of factory restrained joins for ductile iron piping and epoxy lined body and stainless steel 316 disc for butterfly valves; and

WHEREAS, on January 31, 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, there is an allowance for undefined conditions in the amount of \$3,000,000.00, an allowance for permit in the amount of \$500,000.00, materials testing allowance in the amount of \$250,000.00, and third-party special inspection allowance in the amount of \$250,000.00 included in the total contract price of \$112,299,970.00; and

WHEREAS, Section 2.5 of the Professional Services Agreement dated April 8, 2020, provides for additional services such as the construction administration services that are beyond the basic services being provided for under the project; and

WHEREAS, the Department requested a proposal from B&C to provide construction administration services for the project; and

WHEREAS, B&C submitted a proposal to provide construction administration services for an amount not to exceed \$5,179,402.00; and

WHEREAS, Department staff evaluated the scope and fee proposal, and have determined that the negotiated fee is fair and reasonable and in accordance with industry standards; and

WHEREAS, the Director of Public Utilities recommends that the City Commission approve and authorize the appropriate City officials to execute the attached contract with Cardinal Contractors, Inc., in the amount of \$112,299,970.00 for construction services, and to execute the attached Authorization to Proceed, in accordance with additional services provision of the Professional Services Agreement dated April 8, 2020, for Work Order No. B&C 22-02 with Brown and Caldwell for construction administration services in the amount not to exceed \$5,179,402.00; and

WHEREAS, a portion of the funding for this project was approved through the FDEP under the Clean Water State Revolving Fund ("SRF") Program in the amount of \$36,000,000.00; and

WHEREAS, a portion of the funding is available through the FDEP under the Drinking Water SRF Program in the amount of \$58,339,251.00, including Capitalized Interest and Loan Service Fees; and

WHEREAS, additional funding is needed in the amount of \$40,114,400.00, including Capitalized Interest and Loan Service Fees, for this project; and

WHEREAS, the City intends to request additional funding in the amount of \$40,114,440.00, including Capitalized Interest and Loan Service Fees, from the FDEP SRF Program; and

WHEREAS, the estimated time to complete the project will be 28 months from the Notice to Proceed date.

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 contract with Cardinal Contractors, Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTRACT WITH CARDINAL CONTRACTORS, INC. FOR CONSTRUCTION SERVICES RELATED TO DEEP INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION IN THE AMOUNT OF \$112,299,970.00; APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AUTHORIZATION TO PROCEED FOR WORK ORDER NUMBER B&C 22-02 WITH BROWN AND CALDWELL FOR ADDITIONAL SERVICES TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THIS PROJECT FOR AN AMOUNT NOT TO EXCEED \$5,179,402.00.

Section 3: That it approves and authorizes the execution, by the appropriate City officials, of the attached Authorization to Proceed for Work Order No. B&C 22-02 with Brown and Caldwell, 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 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 3 day of MARCH, 2022.

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

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


DOUGLAS R. GONZALES
CITY ATTORNEY



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION SERVICES**

1621 N. 14th Avenue
Hollywood, FL 33020
Phone (954) 921-3930 • Fax (954) 921-3591

CONSULTANT'S AUTHORIZATION TO PROCEED

To: Brown and Caldwell Date: _____
Facility Name: Southern Regional Wastewater Treatment Plant Project No.: 19-9119A
Project Name: Construction Administrative Services Related to Deep Injection Wells No. 3 and No. 4 Work Order Number: B&C 22-02

You are hereby authorized to proceed with the following services:

- ☒ Basic Services
☐ Additional/Reimbursable Services, as described below:

In accordance with executed Professional Services Agreement with **Brown and Caldwell (B&C)**, dated **October 25, 2017** and renewed on **August 5, 2021**, pursuant to Resolution No. **R-2017-283** and based upon **B&C's** proposal, for subject project.

This work is to be completed and submitted on or before:

See attached schedule dated: _____

Payment for these services shall be: ☐ Lump Sum:
☒ Not to exceed: \$5,179,402.00
AUTHORIZED DESIGN VALUE

☐ Percentage

CONSULTANT'S ESTIMATED COST

Construction Budget:	\$		\$	
Additive Alternates:	\$		\$	
Total Construction Budget:	\$		\$	

		BASIC SERVICES		SUPP. SERVICES		TOTAL
Total Estimated Fees:						
Fee Authorized Including This ATP	\$	5,179,402.00	\$		\$	5,179,402.00
Less Fee Previously Authorized	\$	0.00	\$		\$	0.00
Fee Authorized This ATP:	\$	5,179,402.00	\$		\$	5,179,402.00

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

APPROVED AS TO FINANCE:

Douglas R. Gonzales, City Attorney

David E. Keller, Director
Department of Financial Services

The City of Hollywood, Florida

Attest:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC, City Clerk

Account No.:

Accepted By Consultant:

Note to Consultant: Please sign three (3) originals and return them to the Engineering and Construction Services Division.

SECTION 00 50 00

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, 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:

**Deep Injection Wells No. 3 and No. 4 Pump Station
Bid No.: F-4696-21-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 _____.

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 | 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 one (1) year beginning upon the notice to proceed. The CITY may renew twice 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

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

(Witness)

(Signature of Individual)

(Witness)

(Name of Firm)

(Witness)

(Signature of Individual)

(SEAL)

(Witness)

(Witness)

(Name of Firm) a Partnership

BY: _____ (SEAL)
(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

CERTIFICATE

**STATE OF FLORIDA)
COUNTY OF BROWARD)**

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20, and the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this _____ day of _____, 20.

Secretary

- END OF SECTION -