

BID PACKAGE
FOR
INFLOW/INFILTRATION (I/I) PROGRAM-MANHOLE REPAIRS
PROJECT NO. 17-7086

SUBMITTED BY: TV Diversified, LLC

January, 2018

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SUBMIT THIS COMPLETE PACKAGE AND ONE COPY WITH YOUR BID



CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION (ECSD)

SECTION 00030

NOTICE TO BIDDERS

PROJECT NAME: Inflow/Infiltration (I/I) Program - Manhole Repairs
PROJECT NUMBER: 17-7086

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 Blvd., Room 221) of the City of Hollywood, Florida, **until 10:00 a.m.**, local time, **January 25, 2018**. On **January 25, 2018 at 11:00 a.m.** the bids will be opened and read publicly in the Department of Public Utilities, Engineering and Construction Services (ECSD) Conference Room at 1621 N. 14th Avenue, Building A, Hollywood, Florida.

A mandatory pre-bid conference will be held on **December 20, 2017 at 10:00 a.m.**, at the **Southern Regional Waste water Treatment Plant**, located at **1621 N. 14th Avenue Hollywood, Florida 33021**, ECSD Conference Room.

The Bid Package and Contract documents can be downloaded at: <http://www.Hollywoodfl.org/Bids.aspx>
Technical assistance shall be submitted in writing, by **Thursday, January 11, 2018** to the Project Manager, Jose Polanco, jpolanco@hollywoodfl.org.

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(F) of the City's Code of Ordinances.

The City of Hollywood is strongly committed to ensuring the participation of local Hollywood vendors in the procurement of goods and services. For additional information about the City's Local Preference Ordinance, visit www.hollywoodfl.org.

It will be the Bidder's sole responsibility to hand-deliver or 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 13th Day of December 2017

CITY OF HOLLYWOOD, FLORIDA

Clece Aurelius, P.E.
Engineering Support Services Manager
Department of Public Utilities - ECSD

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Bids must be submitted on the separate and enclosed **BIDDING PACKAGE** forms, which shall be completed **by typewriter** or legibly handwritten in ink. 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 separate **BIDDING PACKAGE** consisting of the PROPOSAL, PROPOSAL BID FORM, APPROVED BID BOND, TRENCH SAFETY FORM, INFORMATION REQUIRED FROM BIDDERS AND LIST OF SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS shall be completed, signed and sealed as required and 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 **mandatory** Pre-bid Conference will be held at the Southern Regional Wastewater Treatment Plant, Bldg. A, 1621 N. 14th Avenue, Hollywood, Florida, 33022 on **Wednesday, December 20, 2017 at 10:00 AM**. All Contractors planning to submit a bid must attend the meeting.

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 City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against the City 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 Engineer 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 City will not be responsible for any other explanations or interpretations of the proposed documents. **ALL INQUIRES MUST BE RECEIVED, IN WRITING, BY THE CITY OF HOLLYWOOD NO LATER THAN 5:00 P.M. THURSDAY, JANUARY 11, 2018. AN ADDENDUM WILL BE ISSUED ONE WEEK BEFORE BID DUE DATE.**

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 is required for this project in accordance with the Notice to Bidders.

9. TRENCH SAFETY FORM:

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

10. 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 City 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 City of Hollywood, Florida.
- 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 or 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. Non-compliance with the City's Local Minority Business Enterprise and Local Small Business Enterprise Program.
- H. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- I. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

12. LIFE AND WITHDRAWAL OF BID:

All Bids shall remain open for 90 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.

13. 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.

14. 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 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, Bidder's failure to produce them within the time specified shall make the Bidder non-responsive and thereby eligible for disqualification. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be re-advertised or it may be performed by City forces, as the Commission desires.

15. AWARD OF CONTRACT:

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

16. EXECUTION OF CONTRACT:

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) 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 Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City 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 Article 16 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 City may elect to revoke the Award. In the same manner as Article 13, the Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

18. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record the payment and performance bonds in the public records of Broward County.

19. INSURANCE:

Bidder must satisfy all insurance requirements as set forth in the Supplementary and General Conditions.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

20. QUALIFICATIONS:

At the time of submission of the bid, Bidder must possess, and be able to provide City, any and all required Federal, State, County and/or municipal licenses, including but not limited to certificates of competency and occupational licenses. Moreover, upon receipt of the Award of the Contract, Bidder must provide proof of valid licensing for all subcontractors and/or material suppliers hired by the Contractor as set forth in Article 16 above.

When the Bidder is a Joint Venture, in order to satisfy the construction licensing requirements one member of a Joint Venture must hold a valid state certificate as well as the appropriate county and city license. The Contractor shall be held responsible for assurance that all subcontractors and/or material suppliers hired by the Contractor have the appropriate state certificate and licenses.

21. PERMITS:

The Contractor and Subcontractors must obtain Building Permits required for all work covered under this Contract as well as any other permit required by any other regulatory agency. The Building Permits required by the City shall be obtained by the Contractor but paid for by the City. Any and all other permits required by the City, County, State of Florida, or any other regulatory agency shall be obtained and paid for by the Contractor.

The Contractor or Subcontractors shall also be responsible to call for all inspections as required in Section 105 (Inspections) of the latest edition of the Florida Building Code.

- END OF SECTION -

SECTION 00200



NOTICE OF IMPOSITION OF CONE OF SILENCE

On **December 13, 2017** the City of Hollywood, Florida Department of Public Utilities issued the following:

Bid #17-7086 for Inflow/Infiltration (I/I) Program – Manhole Repairs.

Project Scope: The project consists of furnish all labor, materials and equipment for performing manhole repairs. The scope includes providing manhole inspection report, replacing manhole frames and covers and performing other miscellaneous manhole repairs, installing cementitious manhole liner, and bypass pumping.

Pursuant to Section 30.15(F) 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.

c: City Commission Office
 City Manager
 City Clerk (sunshine board)
 Affected department(s)/office(s)

- END OF SECTION -

SECTION 00300 – PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 1-25-18

Dear Mayor and Commissioners:

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 Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and MBE/WBE Program, Exhibit A-D, 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.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, 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 CITY; 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 ENGINEER; and to substantially complete all Contract Work as per Project Schedule of Section 00800, 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, and to abide by the MBE/WBE Program.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>1-3-18</u>
No. <u>2</u>	Dated <u>1-17-18</u>
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 City of Hollywood, Florida, 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.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

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)

(Signature of Individual) (SEAL)

WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

WHEN THE BIDDER IS A JOINT VENTURE:

(Correct Name of Corporation)

By: _____
(SEAL)
(Address)

(Official Title)

As Joint Venture
(Corporate Seal)

Organized under the laws of the State of _____, and authorized
by the 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:

TV Diversified, LLC

(Correct Name of Corporation)

By: 
(SEAL) Daniel W. Cathell

CEO
(Official Title)

1530 53rd Street, Mangonia Park, FL 33407
(Address of Corporation)

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

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

TV Diversified, LLC
(Name of Corporation)

RESOLVED that Daniel W. Cathell
(Person Authorized to Sign)

CEO - TV Diversified, LLC of
(Title) (Name of Corporation)

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

CITY OF HOLLYWOOD, FLORIDA
INFLOW/INFILTRATION (I/I) PROGRAM - MANHOLE REPAIRS
PROJECT NO. 17-7086

The foregoing is a true and correct copy of the Resolution adopted by

TV Diversified, LLC at a meeting of its Board of
(Name of Corporation)

Directors held on the 19th day of January, 2017.

By: 

Title: CEO

(SEAL)

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

- END OF SECTION -

**SECTION 00301
PROPOSAL BID FORM**

Project Name: Inflow /Infiltration (I/I) Program - Manhole Repairs

Project No: 17-7086

If the proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within **365** calendar days following the issuance of the Notice to Proceed. Provide a unit price for each line item. All entries on this form must be typed or written in block form in ink.

BASE BID:

CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
1	Realign, grout and seal manhole casting (in street)	10	EA	\$750.00	\$7,500.00
2	Realign, grout and seal manhole casting (in rear-yard easement)	10	EA	\$650.00	\$6,500.00
3	Seal visible infiltration through manhole walls, bench and, invert (brick manhole)	10	EA	\$200.00	\$2,000.00
4	Seal visible infiltration through manhole walls, bench and, invert (concrete manhole).	15	EA	\$125.00	\$1,875.00
5	Repair manhole bench and, invert	20	EA	\$150.00	\$3,000.00
6	Replace manhole bench and, invert	50	EA	\$300.00	\$15,000.00
7	Replace standard manhole frame and cover and, install seal.	10	EA	\$1,000.00	\$10,000.00
8	Replace watertight manhole frame and, cover and install seal.	10	EA	\$1,350.00	\$13,500.00
9	Install cementitious manhole liner for precast 4 - feet diameter manhole (in street)	100	V.F.	\$180.00	\$18,000.00
10	Install cementitious manhole liner for precast 4 - feet diameter manhole (in rear-yard easement)	150	V.F.	\$225.00	\$33,750.00
11	Install cementitious manhole liner for brick 4 - feet diameter manhole (in street)	100	V.F.	\$180.00	\$18,000.00
12	Install cementitious manhole liner for brick 4 - feet diameter manhole (in rear-yard easement)	150	V.F.	\$225.00	\$33,750.00
13	Install cementitious manhole liner for precast 5 - feet diameter manhole (in street)	50	V.F.	\$200.00	\$10,000.00
14	Install cementitious manhole liner for brick 5 - feet diameter manhole (in street)	50	V.F.	\$200.00	\$10,000.00
15	Install cementitious manhole liner for precast 6- feet diameter manhole (in street)	50	V.F.	\$215.00	\$10,750.00
16	Install cementitious manhole liner for brick 6 - feet diameter manhole (in street)	50	V.F.	\$215.00	\$10,750.00
17	Manhole Inspection Report	500	EA	\$50.00	\$25,000.00
18	Reinstall tack weld of manhole cover	10	EA	\$200.00	\$2,000.00
19	Undefined Allowance, cost allowance for work as directed by Engineer and upon authorization by the City of Hollywood Director of Public Utilities due to undefined conditions.	1	L.S.	\$100,000.00	\$100,000.00

BASE BID TOTAL FOR COMPLETE PROJECT

\$331,375.00

TOTAL BASE BID IN WRITING

Three Hundred Thirty One Thousand, Three Hundred Seventy Five and 00/100 Dollars

SUBMITTED BY:

TV Diversified, LLC

NOTES:

1. REFER TO SECTION 01025 FOR ADDITIONAL DESCRIPTION OF ITEMS.
2. SUBSTANTIAL COMPLETION SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY
3. CLOSEOUT SHALL BE COMPLETED WITH IN 365 DAYS FROM THE " NOTICE TO PROCEED".
4. THE CONTRACT SHALL BE BASED UPON THE SUM OF TOTAL BASE BID.
5. WORK ORDERS WILL BE ISSUED AS PROBLEM AREAS ARE IDENTIFIED.

SECTION 00410 - APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we TV Diversified, LLC, as Principal, and The Guarantee Company of North America USA, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____
10% of amount bid Dollars (\$ *****) 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 January 25th 20 18 for

CITY OF HOLLYWOOD

INFLOW/INFILTRATION (I/I) PROGRAM – MANHOLE REPAIRS

CITY PROJECT NO. 17-7086

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 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 CITY, 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.

Approved Bid Bond

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 City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood 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 _____ 25th _____ day of _____ January _____, 20 18, 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

Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:


Secretary

TV Diversified, LLC

Name of Corporation

6397 Shadow Creek Village Circle

Business Address

Lake Worth, FL 33463

By:


(Affix Corporate Seal)

Daniel W. Cathers

Printed Name

CEO

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ 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.

(SEAL)

Secretary

Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Mary Stanish
Secretary

The Guarantee Company of North America USA
Corporate Surety
One Towne Square, Suite 1470
Business Address
Southfield, MI 48076-3732

BY: [Signature]
(Affix Corporate Seal)

Jonathan Kibler
Attorney-in-Fact
HMS Insurance Associates, Inc.
Name of Local Agency
20 Wight Avenue, Suite 300
Business Address
Hunt Valley, MD 21030

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____
_____ to me well known, who being by me first duly sworn upon oath
says that he is the attorney-in-fact for the _____ and
that the has been authorized by _____ to execute the forgoing bond
on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.
Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public, State of Florida

My Commission Expires:


- END OF SECTION -

ACKNOWLEDGEMENT

STATE OF MARYLAND
COUNTY OF BALTIMORE

On this 25th day of January, 2018 before me, the undersigned officer, personally appeared Jonathan Kibler, Attorney in Fact known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Rebecca E. Poremski

Notary Public, Baltimore County, Maryland

My Commission Expires: 12.22.2020

SECTION 00420

INFORMATION REQUIRED FROM 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: TV Diversified, LLC
1530 53rd Street, Mangonia Park, FL 33407

2. Contractor's Telephone Number: 561-310-7819
and e-mail address: mtrail@tvdiversified.com

3. Contractor's License (attach copy): CGC054394
Primary Classification: General Contractor
Broward County License Number (attach copy): _____
4. Number of years as a Contractor in construction work of the type involved in this Contract: 10 Years

5. List the names and titles of all officers of Contractor's firm:
Daniel Cathell - CEO
Mathew Moser - COO

6. Name of person who inspected site or proposed work for your firm:
Name: N/A
Date of Inspection: _____

7. What is the last project of this nature you have completed?

Miami-Dade County, City of Sarasota and Sarasota County

8. Have you ever failed to complete work awarded to you; if so, where and why?

No

9. Name three individuals or corporations for which you have performed work and to which you refer:

Dalia Abrahante - Miami-Dade County - 786-552-4421

John Saputo - Sarasota County - 941-650-0022

James Godshall - City of Sarasota - 941-365-2200; Ext. 6267

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
<u>See attached Backlog Report</u>				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

We currently operate 10 complete cement and epoxy spray crews, complete
with their own spray rigs and support trucks. We do not rent any of our
equipment. All equipment is owned by the company.

12. What equipment will you purchase for the proposed work?

None. We are currently fully equipped to fulfill the needs of this contract.

NOTE:

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

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor 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 Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	Subcontractor's Name / Address
1.	<hr/>	<hr/>
	<hr/>	<hr/>
	<hr/>	<hr/>
2.	<hr/>	<hr/>
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3.	<hr/>	<hr/>
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4.	<hr/>	<hr/>
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5.	<hr/>	<hr/>
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6.	<hr/>	<hr/>
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7.	<hr/>	<hr/>
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8.	<hr/>	<hr/>
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9.	<hr/>	<hr/>
	<hr/>	<hr/>
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10.	<hr/>	<hr/>
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NOTE: Attach additional sheets if required.

- END OF SECTION -

SECTION 00435

LOCAL PREFERENCE (EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to local 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 responsive 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.

SECTION 00495

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:

Method of Compliance

Cost

Confined Space

Total \$ 2,000.00

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".



Witness Signature

MICHAEL TRAIL

Witness Printed Name

1033 CAREN DRIVE

ELABERSBURG, MD 21784

Witness Address

1-19-18

Date



Contractor's Signature

Daniel W. Cathell

Printed Name

CEO

Title

1-19-18

Date

- END OF SECTION -

Date: 1/23/2018

[illegible]

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JONATHAN KIBLER

License Number : W208849

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

08/20/2014

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida

State of Florida

Department of State

I certify from the records of this office that THE GUARANTEE COMPANY OF NORTH AMERICA USA is a Michigan corporation authorized to transact business in the State of Florida, qualified on October 4, 1996.

The document number of this corporation is F96000005279.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 24, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of April,
2017*



Ken Detjen
Secretary of State

Tracking Number: CC7967146917

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Craig Bancroft, Gary L. Berger, William Franck, Joshua B. Hauserman, Robert F. White, R. Nelson Oster, Stephen M. Mutscheller, Jonathan Kibler, Matthew Rankin, Emily Brennan
HMS Insurance Associates, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 25th day of January 2018

Randall Musselman, Secretary