



 **ORIGINAL**

**CITY OF HOLLYWOOD
FLORIDA**

BIDDING PACKAGE

**SOUTHERN REGIONAL WASTEWATER
TREATMENT PLANT**

RAS PUMP STATION NO. 1 REPLACEMENT

CITY PROJECT NO. 17-9523

SUBMITTED BY: Florida Design Contractors, Inc.

SEPTEMBER 2019

Hazen

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021
Certificate of Authorization Number: 2771

Engineers Project No. 4321-077

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

SECTION 00030

NOTICE TO BIDDERS

PROJECT NAME: RAS PUMP STATION NO. 1 REPLACEMENT

PROJECT NUMBER: 17-9523

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 2:00 p.m., local time, **November 12, 2019**. On **November 12, 2019** at 2:30 p.m. the bids will be opened and read publicly in the Department of Public Utilities, Engineering and Construction Services Division Conference Room at 1621 N. 14th Avenue, Building A, Hollywood, Florida.

A mandatory pre-bid conference will be held on **October 22, 2019** at 3:00 p.m., at the Southern Regional Wastewater Treatment Plant, located at 1621 North 14th Avenue, Hollywood, Florida, 33020, ECSD Conference Room, Building A.

The Bid Package and Contract documents can be downloaded at: www.hollywoodfl.org/Purchasing/Bids. The Bid Package and Contract documents may also be obtained, upon request, at a cost of \$200 from the Department of Public Utilities - ECSD at 1621 North 14th Avenue in Hollywood. Technical assistance shall be submitted in writing, by **November 5, 2019** to the Senior Project Manager, Feng Jiang, P.E., fjiang@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(E) 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 30th Day of September, 2019.

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 Pre-bid Conference will be held at the City of Hollywood Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, Hollywood, Florida, 33020 on October 22, 2019 at 3:00 p.m. All Contractors planning to submit a bid are required to 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.

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 and is in compliance with the City's Local Preference Criteria (when applicable). 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. The Bidder shall provide proof that their past experience can demonstrate similar or better complexity and size compared to this Contract.
- 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 Preference (when applicable).
- 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.

11. 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.

12. 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.

13. 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 readvertised or it may be performed by City forces, as the Commission desires.

14. 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.

15. 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.

16. 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 15 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.

17. 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.

18. 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.

19. 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.

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.

20. 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 Master Building Permit 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 TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(E) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and 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.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

- END OF SECTION -

SECTION 00300

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 11/14/2019

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 Local Preference, Exhibit A, 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 within 630 days with final completion within 660 days, as 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 Local Preference (when applicable).

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>11/11/2019</u>
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
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

Ten Percent of Amount Bid Dollars (\$10%) 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:

Florida Design Contractors, Inc.

(Correct Name of Corporation)

By: [Signature] (SEAL)

President

(Official Title)

1326 S. Killian Drive, Lake Park, FL 33403

(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

Florida Design Contractors, Inc.

(Name of Corporation)

RESOLVED that Thomas Clarke

(Person Authorized to Sign)

President

(Title)

of Florida Design Contractors, Inc.

(Name of Corporation)

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

CITY OF HOLLYWOOD
RAS PUMP STATION NO. 1 REPLACEMENT
PROJECT NO. 17-9523

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

Florida Design Contractors, Inc. at a meeting of its Board of _____
(Name of Corporation)

Directors held on the 7th day of Oct, 2019.

By: [Signature]

Title: Secretary

(SEAL)

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

- END OF SECTION -

SECTION 00301
CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION
PROPOSAL BASE BID FORM

Project No.: 17-9523
Project Name: RAS PUMP STATION NO.1 REPLACEMENT

BASE BID

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
1	Lump Sum	Mobilization for the lump sum price of (shall not exceed 3% of the sum of Line Item Nos. 2 through 8): <u>ONE HUNDRED TWENTY NINE THOUSAND NINE HUNDRED AND NINETY DOLLARS</u>	--	\$ <u>129,990</u> ^{TC}
2	Lump Sum	Perform all work associated with the RAS Pump Station No. 1 Replacement in accordance with the Contract Documents (including all work not defined by Bid Item Nos. 1, 3 through, 8, and 13) for the lump sum price of: <u>ONE MILLION NINE HUNDRED THOUSAND</u>	--	\$ <u>1,900,000</u> ^{TC}
3	Lump Sum	Leak repair at RAS Pump Station / Clarifier for the lump sum price of: <u>TWO HUNDRED FIVE THOUSAND</u>	--	\$ <u>205,000</u>
4	Lump Sum	Perform all work associated with Oxygenation Train Nos. 1 and 2 patch and leak repair: <u>THREE HUNDRED THOUSAND</u>	--	\$ <u>300,000</u>

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
5	Lump Sum	Perform all work associated with retrofit of existing 18-inch RAS valves, north of Oxygenation Trains 1 and 2, with electric actuators: <u>Three Hundred</u> Dollars and <u>Thousand</u> Cents	--	\$ <u>300,000</u>
6	Lump Sum	Perform all work associated with retrofit of existing 16-inch RAS valves at RAS Pump Station No. 2 with electric actuators: <u>One Hundred</u> Dollars and <u>Fifty Thousand</u> Cents	--	\$ <u>150,000</u>
7	Lump Sum	Perform all work associated with RAS Pump Station No. 3: <u>Five Hundred</u> Dollars and <u>Thousand</u> Cents	--	\$ <u>500,000</u>
8	Lump Sum	Perform all work associated with RAS Pump Station No. 4: <u>Five Hundred</u> Dollars and <u>Thousand</u> Cents	--	\$ <u>500,000</u>
9	Allowance	Dedicated cost allowance for inspections and testing: <u>Fifty thousand</u> ----- Dollars and <u>No</u> ----- Cents	--	\$ <u>50,000.00</u>
10	Allowance	Permits, licenses and fee allowance of: <u>Thirty thousand</u> ----- Dollars and <u>No</u> ----- Cents	--	\$ <u>30,000.00</u>

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
11	Allowance	Dedicated cost allowance for work as directed and upon authorization by the City due to undefined conditions of: <u>Two hundred fifty thousand</u> Dollars and <u>No</u> Cents	--	\$ <u>250,000.00</u>
12	\$10	Consideration for Indemnification for the lump sum price of: <u>Ten</u> Dollars and <u>No</u> Cents	--	\$ <u>10.00</u>
13	Lump Sum	Complete all work, including site cleanup, restoration, and demobilization (shall not exceed 2% of the sum of Line Item Nos. 2 through 8): <u>Twenty-five</u> Dollars and <u></u> Cents	--	\$ <u>25,000</u>
14	TOTAL BASE BID FOR PROPOSAL ITEMS 1 THROUGH 13			
Written:		<u>Four million Three Hundred</u>		
		<u>Forty</u> Cents	Dollars and	\$ <u>4,340,000</u>
			Cents	<u>T.C</u>

NOTES:

1. REFER TO SECTION 01025 FOR ADDITIONAL DESCRIPTION OF ITEMS.
2. SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE WORK SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).
3. THE CITY OF HOLLYWOOD REQUIRES THE CONTRACTOR TO PROVIDE THE UNIT PRICE/TOTAL IN TEXT AS WELL AS NUMERICAL FORMAT FOR EACH LINE ITEM LISTED IN THE PROPOSAL BID FORMS. FAILURE TO PROVIDE UNIT PRICE/TOTAL FOR EACH LINE ITEM IN TEXT AS WELL AS NUMERICAL FORMAT MAY RENDER THE ENTIRE BID PACKAGE NON-RESPONSIVE.

4. THE CITY OF HOLLYWOOD WILL EVALUATE THE BID PROPOSALS AND DETERMINE THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR THE TOTAL BASE BID. IT IS THE CITY OF HOLLYWOOD'S INTENT TO AWARD THE PROJECT BASED UPON THE TOTAL BASE BID.

ALTERNATE BID ITEMS

The following items are at the OWNER'S OPTION and shall not be included in the Total Base Bid, shall not affect the Contract Award, and shall not affect substantial and final completion time requirements.

Item No.	Estimated Quantity	Description	Unit Price	Extension or Total
A-1	Net Increase or Decrease versus Base Bid Total	Sectional CIPP Lining at RAS PS No. 1 (in lieu of stairs and wall pipe replacement with wall repair): <u>one hundred twenty thousand</u> Dollars and _____ Cents	--	\$ <u>120,000.</u>
A-2	Net Increase versus Base Bid Total	Additional Instrumentation and Controls System Integration: <u>fourteen thousand</u> Dollars and _____ Cents	--	\$ <u>14,000.</u>
A-3	Net Increase versus Base Bid Total	Procure two (2) 24-inch Ball Valves and furnish to the City for Deep Injection Well No. 1: <u>one hundred ten thousand</u> Dollars and _____ Cents	--	\$ <u>110,000</u>

- END OF SECTION -

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Florida Design Contractors, Inc., as Principal, and Fidelity and Deposit Company of Maryland,

as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____

Ten Percent of Amount Bid ----- Dollars (\$ ---10%---) 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 November 12, 20 19 for

RAS PUMP STATION NO.1 REPLACEMENT
Project No. 17-9523

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 12th
day of November, 2019, 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:

Joann Escott
Secretary Jo-ann Escott

Florida Design Contractors, Inc.

Name of Corporation

1326 S. Killian Drive

Business Address

Lake Park, FL 33403

By:

(Affix Corporate Seal)

Thomas H. Clarke

Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jo-ann Escott, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Thomas H. Clarke who signed the said bond on behalf of the Principal, was then President 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.

Joann Escott (SEAL)
Secretary Jo-ann Escott

Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

As Per Attached Power of Attorney
Secretary

Fidelity and Deposit Company of Maryland

Corporate Surety

1299 Zurich Way

Business Address

Schaumburg, IL 60196

BY: D. Michael Stevens

(Affix Corporate Seal)

D. Michael Stevens

Attorney-in-Fact

CAL Risk Management

Name of Local Agency

23 Eganfuskee Street, Suite 102

Business Address

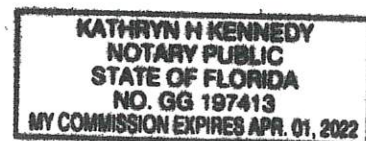
Jupiter, FL 33477

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, D. Michael Stevens to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Surety Company and that the has been authorized by Fidelity and Deposit Company of Maryland 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 12th day of November, 2019

Kathryn H. Kennedy
Notary Public, State of Florida

My Commission Expires: 4/01/2022



- END OF SECTION -

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Don A. LAMBERT JR., Don A. LAMBERT, III and D. Michael STEVENS, all of Jupiter, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of July, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Assistant Secretary
Dawn E. Brown*

*Vice President
Robert D. Murray*

State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023*



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: Florida Design Contractors, Inc.
1326 S. Killian Drive, Lake Park, FL 33403

2. Contractor's Telephone Number: (561) 845-1233
and e-mail address: tclarke@floridadesigncontractors.com

3. Contractor's License (attach copy): CGC040304
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: 40 years

5. List the names and titles of all officers of Contractor's firm:
Thomas Clarke, President
Joann Escott, Secretary

6. Name of person who inspected site or proposed work for your firm:
Name: Thomas Clarke
Date of Inspection: 10/22/2019

7. What is the last project of this nature you have completed?
City of Cape Canaveral - 2.5 Million Gallon Reclaimed Storage Tank & WRF
Filter Press Additions
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:
City of Cape Canaveral, Jeff Ratliff, Capital Projects Director, (321) 868-1240
City of Vero Beach, Thomas Jensen, P.E., Project Engineer, (561) 840-0853
City of Boca Raton, Frank Brinson, P.E., Co-Found McCafferty Brinson, (954) 797-7100

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 co-ventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
<u>Please see separate sheet.</u>				
<u></u>				
<u></u>				
<u></u>				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?
Construction equipment including, but limited to, back hoe, loaders, excavators,
and welders.

Contracts On Hand

(As of 11/12/2019)

<u>Name of Project</u>	<u>City</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% Completion to Date</u>
Atlantic Sapphire Fish Farm	Miami	\$2,624,550	01/2020	99%
Jupiter Mobil Bed Absorber Improvements	Jupiter	\$515,000	12/2019	99%
Jupiter RO Degasifier	Jupiter	\$215,000	12/2019	99%
Palm Bay Reservoir Pond Liner	Palm Bay	\$653,000	12/2019	99%
Big Cypress WTP Chemical Improvements	Hollywood	\$9,839,000	03/2020	65%
Hollywood Ground Storage Tank	Hollywood	\$4,792,000	01/2020	60%
Tequesta Water Treatment Plant Upgrades	Tequesta	\$1,801,500	12/2019	60%
Boca Raton Clarifier Rehabilitation	Boca Raton	\$4,225,000	12/2020	0%
SFWMD IT Shelters	Miami	\$3,699,000	01/2021	0%
West Palm Beach ECR Blower 10 Installation	West Palm Beach	\$398,000	TBD – Waiting on NTP	0%

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

None

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. Contractor shall choose one of the two Subcontractors for System Integration listed below, per Section 17000, Part 1.04(B).

	Work to be Performed	Subcontractor's Name / Address
1.	<u>System Integration</u> <u>(Circle One / Strikethrough Other)</u>	<u>CC Control Corporation</u> <u>Gurrry Controls Company</u>
2.	<u>Electric</u>	<u>Gilmore Electric</u> <u>Loveland Electric</u>
3.	<u>Painting & Coating</u>	<u>Southland Painting</u> <u>Prime Tech Coatings</u>
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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 responsible 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.

- END OF SECTION -

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

Sloping & Shoring

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

Amanda Denton

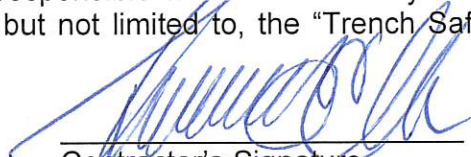
Witness Printed Name

1326 S. Killian Drive, Lake Park, FL 33403

Witness Address

11/12/2019

Date



Contractor's Signature

Thomas Clarke

Printed Name

President

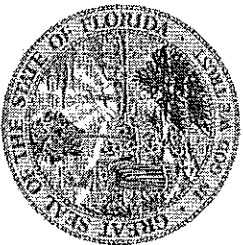
Title

11/12/2019

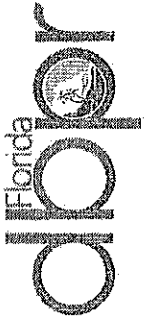
Date

- END OF SECTION -

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

CLARKE, THOMAS HARMAN

FLORIDA DESIGN CONTRACTORS, INC.

1326 S KILLIAN DR

LAKE PARK FL 33403

LICENSE NUMBER: CGC040304

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

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.





FLORDES-02

LGGLEASON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2019

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).

PRODUCER
Collinsworth, Alter, Lambert, LLC
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Lori B. Gleason

PHONE (A/C, No, Ext): (561) 776-9001

FAX (A/C, No): (561) 427-6730

E-MAIL: lgleason@callc.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LM Insurance Corporation

33600

INSURER B: Liberty Mutual Ins Co

23035

INSURER C: North River Insurance Company

21105

INSURER D: Bridgefield Casualty Ins Co

10335

INSURER E: Aspen Specialty Insurance Company

10717

INSURER F:

INSURED

Florida Design Contractors, Inc.
1326 South Killian Drive West
Lake Park, FL 33403

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TS5Z91470196039	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Capped at \$15,000,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			AS7Z91470196019	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			5811111891	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0196055403(WC)	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			IMZ209918(REN)	03/01/2019	03/01/2020	Rented/Leased Equip. 250,000
E	Inland Marine			IMZ209918(REN)	03/01/2019	03/01/2020	Scheduled Equipment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured including ongoing and completed operations for general liability, auto liability, and umbrella liability when required by written contract. General Liability is primary and non contributory when required by written contract. Waiver of subrogation applies to General Liability, Auto, Umbrella, and Workers' Compensation coverages for the additional insureds when required by written contract. The Umbrella coverage is excess over the General Liability, Automobile, and Employers Liability coverages. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Florida Design Contractors, Inc.
1326 South Killian Drive W
Lake Park, FL 33403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE