

RESOLUTION NO. R-2019-246

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTRACT WITH YOUNGQUIST BROTHERS, INC. FOR CONSTRUCTION SERVICES RELATED TO DEEP INJECTION WELLS NO. 3 AND NO. 4 LOCATED AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT, AS IDENTIFIED IN THE 2007/2008 WASTEWATER SYSTEM MASTER PLAN, IN THE AMOUNT OF \$39,939,939.00; APPROVING AN AMENDMENT TO THE FISCAL YEAR 2019 OPERATING BUDGET AND CAPITAL IMPROVEMENT PLAN.

WHEREAS, the 2007/2008 Wastewater System Master Plan identified the need to meet new regulatory requirements related to House Bill 7139 and Senate Bill 1302, also referred to as the "Ocean Outfall Rule Change"; and

WHEREAS, the Ocean Outfall Rule Change requires elimination of the ocean outfall disposal at the Southern Regional Wastewater Treatment Plant ("SRWWTP") by the year 2025; and

WHEREAS, on January 30, 2019, the City obtained construction permits for Deep Injection Wells No. 3 and No. 4 from the Florida Department of Environmental Protection; and

WHEREAS, the City intends to dispose of up to 39.8 MGD of secondary treated wastewater effluent from the SRWWTP and the reverse osmosis concentrate from the City's Water Treatment Plant into these two Deep Injection Wells; and

WHEREAS, on June 30, 2018, the City Commission passed and adopted Resolution No. R-2018-201, which approved the issuance of an Authorization to Proceed for Work Order No. B&C 18-02 to Brown and Caldwell for professional engineering and administrative services on an as-needed basis, in an amount not to exceed \$100,000.00, and Brown and Caldwell designed and provided bidding services for Deep Injection Wells No. 3 and No. 4 under this work order on an as-needed basis; and

WHEREAS, on March 14, 2019, the Department of Public Utilities staff advertised for construction services, and on April 30, 2019, two bid proposals were received and publicly opened at the SRWWTP with the following results:

No.	BIDDER	BASE BID
1	Youngquist Brothers, Inc.	\$39,939,939.00

2	Florida Design Drilling Corp	"No Bid" Submittal
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; and

WHEREAS, after thoroughly evaluating the bid proposals for compliance with the contract documents, Brown and Caldwell staff determined that Youngquist Brothers, Inc. is the only responsive and responsible bidder; and

WHEREAS, Brown and Caldwell staff and City of Hollywood staff evaluated the bid pricing and current market conditions, such as the impacts of recently imposed tariffs on materials costs and on key components necessary to successfully complete the installation of the new injection wells, and concluded that the bid pricing is fair and reasonable; and

WHEREAS, a Notice of Intent to Award related to the project was posted on the City's website and on DemandStar on May 14, 2019, and resulted in no bid protests; and

WHEREAS, the Department of Public Utilities recommends that the City Commission authorize the appropriate City officials to execute the attached contract with Youngquist Brothers, Inc., in the amount of \$39,939,939.00 for the construction of the Deep Injection Wells No. 3 and No. 4 at the SRWWTP; and

WHEREAS, on April 17, 2019, the City Commission passed and adopted Resolution No. R-2019-094, authorizing the loan application for funding in the amount of \$31,960,422.00 related to the State Revolving Fund Loan Program through the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, additional funding is needed in the amount of \$13,824,536.00, including Capitalized Interest and Loan Service Fees, through the State Revolving Fund Loan Program and through the FDEP; and

WHEREAS, the balance of the estimated total project cost is provided on the companion funding Resolution, R-2019-XXX, set for the August 28, 2019 City Commission meeting, subject to the adoption and passage of the companion funding resolution; and

WHEREAS, partial funding for Deep Injection Wells No. 3 and No. 4 were included in the FY 2019 Capital Improvements Plan that was approved pursuant to Resolution No. R-2018-302; and

WHEREAS, on April 17, 2019, the City Commission passed and adopted Resolution No. R-2019-094, amending the approved FY 2019 Operations Budget for the Water and Sewer Enterprise Fund and amending the approved FY 2019-2020 Capital Improvement Plan; and

WHEREAS, it is necessary to amend the approved FY2019 Operations Budget and the FY 2019 – FY 2023 Capital Improvements Program as set forth in the attached

Exhibit "1"; and

WHEREAS, the time period to complete this project is 840 days from the Notice to Proceed date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

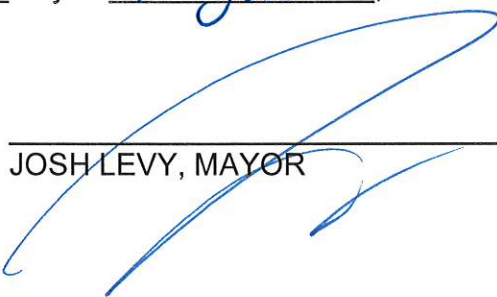
Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached contract with Youngquist Brothers, Inc., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That these Amendments, Adjustments and Transfers of funding to the FY 2019 Operating Budget and the FY 2019-2023 Capital Improvement Plan for the Fiscal Year beginning October 1, 2018 and set forth in detail in the attached Exhibit "1" are adopted and authorized as Amendments and/or Adjustments to the Water and Sewer Enterprise Fund (442) Operating Budgets for the Fiscal Year 2019.

Section 5: That it authorizes the Department of Financial Services to create and establish certain accounts to recognize the receipt of funds and appropriate those funds for expenditures as may be required.

Section 6: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

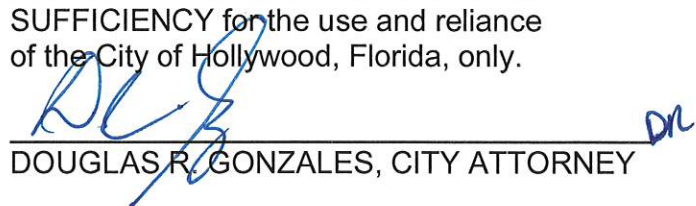
PASSED AND ADOPTED this 28 day of August, 2019.



JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK

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


DOUGLAS R. GONZALES, CITY ATTORNEY

Exhibit A: Amendments / Transfers / Reallocations
Water & Sewer Enterprise Fund

Revenue

Description

SRF Proceeds Deep Injection Well Drilling

Account Number

To Be Established

Amount

44,037,372.00

44,037,372.00

Expenses

Description

Deep Injection Wells No. 3 and No. 4 Construction

Account Number

To Be Established

Amount

44,037,372.00

44,037,372.00

SECTION 00500

CONTRACT

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

Youngquist Brothers, Inc.

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**Deep Injection Wells No. 3 and No. 4
Project No.: 18-9119**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **Thirty-Nine Million Nine Hundred Thirty-Nine Thousand Nine Hundred Thirty-Nine and 00/100 Dollars (\$39,939,939.00)**

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY; provided, however, that after 50 percent (50%) completion of the work covered by this Agreement, (i) the amount retained from each subsequent progress payment shall be reduced to 5 percent (5%) and (ii) upon presentation by the CONTRACTOR of a payment request for up to one-half of the retainage held by the CITY, the CITY shall promptly make payment to the CONTRACTOR. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by

the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

- | | |
|--------------------------------------|--------------------------------------|
| 1. Notice to Bidders | 9. Contract |
| 2. Instruction to Bidders | 10. Performance Bond |
| 3. Proposal | 11. Payment Bond |
| 4. Proposal Bid Form | 12. General Conditions |
| 5. Bid Bond | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Addenda |
| 7. Local Preference | 15. Specifications |
| 8. Trench Safety Form (N/A) | 16. Drawings |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

(Correct Name of Corporation)

BY: _____ (SEAL)
President

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

APPROVED AS TO FINANCE:

By _____
Douglas R. Gonzales, City Attorney

By _____
Cintya Ramos
Financial Services Department Director

CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

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

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

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

Secretary

- END OF SECTION -