

BID PACKAGE
FOR
SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT
VACUUM TRUCK SUMP UPGRADE

PROJECT NO: 09-9074

SUBMITTED BY: _____

August 2009

BID PACKAGE CONTENTS AND REQUIREMENTS

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SUBMIT THIS COMPLETE PACKAGE AND ONE COPY WITH YOUR BID

NOTICE TO BIDDERS

CITY OF HOLLYWOOD, FLORIDA

Vacuum Truck Sump Upgrade

PROJECT NO: 08-9074

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hollywood, Florida is advertising for Sealed Bid Packages for the above-named project which will be received by the City Clerk of the City of Hollywood, Florida, until 2:00 PM, October 5, 2009 Local Time. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020. On October 5, 2009 at 2:30 PM Local Time the sealed Bid Packages will be opened and read publicly at the Wastewater Treatment Plant Conference Room, 1621 N. 14th Avenue, Hollywood, Florida, 33020, Building 'A', 2nd Floor.

The work to be performed consists of site, civil, mechanical, structural and electrical work associated with the installation of the new vacuum truck sump at the Southern Regional Wastewater Treatment Plant located at 1621 N. 14th Avenue, Hollywood, Florida, 33020.

The Contract Documents can be downloaded at www.hollywoodfl.org/pub-util/bids. Also, copies of the Contract Documents may be obtained from Engineering Support Services Division, 1621 N 14th Avenue, Hollywood, Florida 33022, (954) 921-3930, from 8:30 a.m. to 4:30 p.m. The set of Contract Documents will be provided at a cost of \$50.00. Technical questions shall be submitted in writing to the Project Engineer, Jeff Jiang, P.E., by no later than September 25, 2009. Telephone number for general document information is: (954) 921-3930, fax number is (954) 921-3937, E-mail is fjiang@hollywoodfl.org. Copies of the Contract Documents and related documents are on file and available for public inspection at the same location.

A pre-bid Conference will be held at the City of Hollywood Water Treatment Plant, 3441 Hollywood Boulevard, Hollywood, Florida, 33021 on September 22, 2009 at 10:30 AM.

It will be the sole responsibility of the Bidder to deliver personally or by mail, one original and one copy of his completed Bidding Package to the Office of the City Clerk, at City Hall on or before the closing hour and date for the receipt of bids as noted above. If a Bid Package is sent by mail, the bidder shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for the receipt of Bid Packages. If the mail is delayed beyond the hour and date set forth above for the receipt of Bid Packages, Bids thus delayed will not be considered and will be returned unopened.

Each bid must be accompanied by a Bid Security in the amount of no less than 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.

Also, the Trench Safety Form must be completed and signed.

A Cone of Silence is in effect with respect to this Request for Bids. 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 included in Section 00200 of Attachment A.

The City of Hollywood City Commission adopted by ordinance the "Local Minority Business Enterprise (MBE) and Local Small Business Enterprise (SBE) Program (the Program)." This is a "LOCAL BUSINESS PROGRAM" and the City of Hollywood strongly recommends that each Bidder thoroughly reads, understands and complies with the Program as outlined in Exhibits A-D (As Applicable) of Section 00435 of Attachment A. In accordance with the Local MBE/SBE Program, any bid package which does not comply with the Program criteria SHALL BE RECOMMENDED FOR REJECTION FROM THE PROCUREMENT PROCESS. For questions or additional information regarding the Local Business Program compliance, please contact:

Arline Hampton, Director
The Department of Business & Economic Development
2600 Hollywood Boulevard, Room 422
Hollywood, FL 33022-9045
Phone: (954) 921-3388
Fax: (954) 921-3497
ahampton@hollywoodfl.org

The City Commission reserves the right to reject any or all Bid Packages, to waive informalities and to accept or reject all or any part of any bid package, as they may deem to be in the best interest of the City of Hollywood, Florida.

Dated this 24th day of August 2009.



STEVE JOSEPH, P.E.,
DEPUTY DIRECTOR - OPERATION
DEPARTMENT OF PUBLIC UTILITIES
CITY OF HOLLYWOOD



ALBERT PEREZ, P.E.,
DIRECTOR
DEPARTMENT OF PUBLIC UTILITIES
CITY OF HOLLYWOOD

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, 33022 on September 22, 2009 at 10:30 AM. It is recommended that all Contractors planning to submit a bid 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 Minority Business Enterprise and Local Small Business Enterprise Program criteria. 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 readvertised 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 readvertise 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.

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 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 00300

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED _____

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 MBE/SBE 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 within 120 days with final completion within 150 days, 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 Local MBE/SBE Program.

The BIDDER acknowledges receipt of the following addenda:

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

_____ 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:

(Correct Name of Corporation)

By: _____

(SEAL)

(Official Title)

(Address of Corporation)

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.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)

RESOLVED that _____
(Person Authorized to Sign)

_____ 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
Vacuum Truck Sump Upgrade
PROJECT NO. 08-9074**

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

_____ at a meeting of its Board of
(Name of Corporation)

Directors held on the _____ day of _____, 20_____.

By: _____

Title: _____

(SEAL)

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

- END OF SECTION -

SECTION 00301
PROPOSAL BID FORM
CITY OF HOLLYWOOD
VACUUM TRUCK SUMP UPGRADE
PROJECT NO. 08-9074

BASE BID

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Extension or Total</u>
1	Lump Sum	Mobilization for the lump sum price of _____ Dollars and _____ Cents	\$ _____
2		Permits, licenses and fee allowance for the lump sum price of <u>Ten Thousand</u> _____ Dollars and <u>No</u> _____ Cents	\$ <u>10,000.00</u>
3	Lump Sum	All work associated with the installation of the vacuum truck sump for the lump sum price of _____ Dollars and _____ Cents	\$ _____
4	\$25,000	Cost allowance for work as directed by the Engineer and upon authorization by the Owner due to undefined conditions of <u>Twenty Five Thousand</u> Dollars and <u>No</u> _____ Cents	\$ <u>25,000.00</u>
5	Lump Sum	Consideration for Indemnification in accordance with the Supplementary General Conditions, the lump sum price of <u>Ten</u> _____ Dollars and <u>No</u> _____ Cents	\$ <u>10.00</u>
6	Lump Sum	Complete all work, including demobilization, site cleaning, landscaping and irrigation system restoration etc. all as per the Documents, for the lump sum price of _____ Dollars and _____ Cents	\$ _____

**TOTAL BASE BID FOR PROPOSAL ITEMS 1 THROUGH 6
(BASIS OF AWARD)**

Written: _____
_____ Dollars and
_____ Cents \$ _____

NOTES:

1. REFER TO SECTION 01025 FOR ADDITIONAL DESCRIPTION OF ITEMS.
2. SUBSTANTIAL COMPLETION TIME AND PROJECT CLOSEOUT TIME FOR THE CONTRACT SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).
3. THE CONTRACT SHALL BE BASED UPON THE TOTAL BASE BID FOR ITEMS 1 THROUGH 6.

- END OF SECTION -

SECTION 00410 - APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ 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 _____ 20__ for

HOLLYWOOD RAW WATER SUPPLY SYSTEM
VACUUM TRUCK SUMP UPGRADE
CITY PROJECT NO. 08-9074

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 _____ day of _____, 20____, 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

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Secretary

Name of Corporation

Business Address

By: _____
(Affix Corporate Seal)

Printed Name

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.

Secretary (SEAL)

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary

Corporate Surety

Business Address

BY: _____
(Affix Corporate Seal)

Attorney-in-Fact

Name of Local Agency

Business Address

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 -

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: _____

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

5. List the names and titles of all officers of Contractor's firm:

6. Name of person who inspected site or proposed work for your firm:
Name: _____
Date of Inspection: _____
7. What is the last project of this nature you have completed?

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

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

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

(Continue list on inset sheet, if necessary)

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

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

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/>
2.	<hr/> <hr/>	<hr/> <hr/>
3.	<hr/> <hr/>	<hr/> <hr/>
4.	<hr/> <hr/>	<hr/> <hr/>
5.	<hr/> <hr/>	<hr/> <hr/>
6.	<hr/> <hr/>	<hr/> <hr/>
7.	<hr/> <hr/>	<hr/> <hr/>
8.	<hr/> <hr/>	<hr/> <hr/>
9.	<hr/> <hr/>	<hr/> <hr/>
10.	<hr/> <hr/>	<hr/> <hr/>

NOTE: Attach additional sheets if required.

- END OF SECTION -

SECTION 00435

LOCAL MINORITY BUSINESS ENTERPRISE AND LOCAL SMALL BUSINESS ENTERPRISE PROGRAM

It is the policy of the City of Hollywood that Local Minority Business Enterprises (MBEs) and Local Small Business Enterprises (SBEs) as defined in the City's of Hollywood's Local MBE/SBE Program policies and procedures shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Hollywood. In this regard, the City of Hollywood and its contractors will take all necessary and reasonable steps to ensure that qualified local minority business enterprises and qualified local small business enterprises have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

Upon submission of a bid/proposal, failure of any Bidder/Proposer to comply with this policy which seeks to maximize the use of qualified local minority business enterprises and qualified local small business enterprises shall result in the bid/proposal being deemed non-responsive. Upon the bid/proposal being deemed non-responsive, the bid/proposal shall be recommended for rejection from the procurement process. The City Manager will make the final decision regarding the rejection of the bid/proposal. Upon contract award, failure of any Bidder/Proposer to comply with this policy which seeks to maximize the use of qualified local minority business enterprises and qualified local small business enterprises shall constitute a breach of contract. Upon such breach, the City of Hollywood may at its own option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.

If a Contractor, Bidder or Proposer uses a local business as a Subcontractor or Material Supplier on a City project that is eligible to be qualified as a local minority business enterprise or a local small business enterprise in accordance with the City's Local MBE/SBE Program, but the business is not currently qualified as a qualified local minority business enterprise or a qualified local small business enterprise, the Work or Material Supplies provided by the local business WILL NOT be counted as qualified local business enterprise participation. The local small business or local minority business must be qualified as a local minority business enterprise or a local small business enterprise in accordance to the City's Local MBE/SBE Program prior to the submission of the bid/proposal for the project to have the Work or Material Supplies provided by the local minority business enterprise or local small business enterprise counted as qualified local business enterprise participation.

Notification is hereby given that qualified local minority business and qualified local small business enterprises are encouraged to participate in the City of Hollywood's Local Minority Business Enterprise and Local Small Business Enterprise Program by submitting a bid/proposal package for this project. Local Minority Business Enterprise and Local Small Business Enterprise Program information and application can be obtained by visiting www.hollywoodfl.org/minority-small-business-enterprise/.

CONTRACT AWARD CONDITIONS:

Contract award will be conditioned on meeting the requirements of this section. The City of Hollywood requires the following:

1. Submission by the Bidder/Proposer of the completed "Tabulation of Subcontractor and Material Suppliers" form (Exhibit B) with the bid/proposal;

2. The names and addresses of all Subcontractors and Material Suppliers. Clearly designate which Subcontractors and Material Suppliers are qualified local minority business and qualified local small business enterprises that will participate in the contract;
3. A description of the Work and/or Materials that each qualified local minority business and qualified local small business enterprises will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each qualified local minority business and qualified local small business enterprise will provide on the project;
5. Actual participation of qualified local minority businesses and/or qualified local small businesses listed on the "Tabulation of Subcontractor and Material Suppliers" form (Exhibit B) that is provided with this Bid/Request for Proposal document that demonstrates that the use of such businesses on this project is maximized. If the actual participation of qualified local minority businesses and qualified local small businesses is not maximized, the bidder shall submit with its bid packet documentation all good faith efforts (successful and unsuccessful) that were engaged to maximize the use of qualified local minority businesses and/or qualified local small businesses on this project.

The information required by items 1-5 of this section is to be provided with the sealed bid/proposal. Only under extraordinary conditions, not attributable to fault or neglect on the part of the Bidder/Proposer, will evidence of good faith efforts undertaken prior to submission of the Bid/Proposal be accepted after opening. Efforts undertaken after bid/proposal submissions are not relevant to the decision to award.

The City of Hollywood reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder/Proposer whose bid is determined by the City to be in its best interest.

GOALS:

A numeric goal has not been assigned to this project. Bidder/Proposers are required to comply with all other requirements of this policy that seeks to maximize the participation qualified local minority business and qualified local small business Subcontractors and Material Suppliers on this project.

GOOD FAITH EFFORTS:

A condition of contract award is that the contract award be made only to the Bidder/Proposer (including MBE/SBEs Bidders/Proposers that are qualified in accordance with the City of Hollywood Local MBE/SBE Program policies and procedures, or MBE/SBEs/DBEs/DWBEs certified by another governmental body who would also qualify a local MBE/SBE) who maximizes the utilization of qualified local MBE/SBEs or who makes good faith efforts to maximize the use of qualified local MBE/SBE Subcontractors and/or Material Suppliers on the project. The City of Hollywood will determine whether a Bidder/Proposer has made good faith efforts if the Bidder/Proposer does the following:

1. Submits a completed "Tabulation of Subcontractors and Material Suppliers" form which lists the qualified local minority businesses and qualified local small businesses in accordance with the "Contract Award Conditions Items 1-5," that the Bidder's/Proposer's commits to use on this project to maximize participation of qualified local MBE/SBE Subcontractors and/or Material Suppliers. If the Bidder/Proposer does not maximize the participation of qualified local minority businesses and qualified local small businesses on this project, the Bidder/Proposer shall submit documentation of good faith efforts both successful and unsuccessful made by the Bidder/Proposer to maximize such participation. The good faith documentation should be submitted in the sealed bid/proposal packet for this project. Bidders/Proposers must submit the "Local MBE/SBE Unavailability Form (Exhibit C) in the sealed bid/proposal packet for this project. All other documentation to verify good faith efforts

must be submitted in the bid/proposal packet if the participation of qualified local minority business and qualified local small business enterprises is not maximized on this project.

If the Bidder/Proposer does not maximize the participation of qualified local MBEs/SBEs on this project, the Bidder/Proposer must provide all documentation with its bid/proposal which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Proposer made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Proposer was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractor's and/or Material Supplier's bid too high, Subcontractor and/or Material Supplier who bids is apparently not qualified to perform the particular services, no bids received, etc.

Mere pro forma efforts are not good faith efforts to meet the qualified local MBE/SBE requirements. The Bidder/Proposer should submit written documentation of good faith efforts with bid/proposal when the participation of qualified local MBEs/SBEs on this project is not maximized, if they wish to be awarded the contract.

The City of Hollywood will consider the following list of types of actions as a part of the Bidder's/Proposer's good faith efforts to obtain qualified local MBE/SBE Subcontractor and/or Material Supplier participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all qualified local MBEs/SBEs who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Proposer must solicit this interest within sufficient time to allow the qualified local MBEs/SBEs to respond to the solicitation. The Bidder/Proposer must determine with certainty if the qualified local MBEs/SBEs are interested by taking appropriate steps to follow-up the initial solicitations.
- b. Selecting portions of the Work to be performed or portions of the Materials to be provided by qualified local MBEs/SBEs in order to increase the likelihood that qualified local MBE/SBE participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate qualified local MBE/SBE participation, even when the Bidder/Proposer might otherwise prefer to perform these Work items or provide these Material items with its own forces.
- c. Providing interested qualified local MBEs/SBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist the qualified local MBEs/SBEs in responding to a solicitation.
- d. (1) Negotiating in good faith with interested qualified local MBEs/SBEs. It is the Bidder's/Proposer's responsibility to make a portion of the Work or Materials available to the qualified local MBE/SBE Subcontractors and Material Suppliers and to select those portions of the Work or Material needed consistent with the available qualified local MBE/SBE Subcontractors and Material Suppliers, so as to facilitate qualified local MBE/SBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of qualified local MBEs/SBEs that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached for qualified local MBEs/SBEs to perform the Work or provide the Materials.

(2) A Bidder/Proposer using good business judgment would consider a number of factors in negotiating with Subcontractors and Material Suppliers, including qualified local MBE/SBE

Subcontractors and Material Suppliers, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using qualified local MBEs/SBEs is not in itself sufficient reason for a Bidder/Proposer's failure to seek to maximize the use of qualified local MBEs/SBEs as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Proposer, including a qualified Local MBE/SBE Bidder/Proposer to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Proposer the responsibility to make good faith efforts and maximize utilization of other qualified local MBE/SBEs. Bidder/Proposers are not, however, required to accept higher quotes from qualified local MBEs/SBEs if the price difference is excessive or unreasonable or the qualified local MBEs/SBEs are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.

5. Making efforts to assist interested qualified local MBEs/SBEs in obtaining bonding, lines of credit, or insurance as required by the City of Hollywood or Bidder/Proposer.
6. Making efforts to assist interested qualified local MBEs/SBEs in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available minority/women/small business community organizations; minority/women/small contractors' groups; local, state, and Federal minority/women/small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of minority/women/small businesses.

In determining whether a Bidder/Proposer has made good faith efforts, the City of Hollywood will take into account the performance of other Bidders/Proposers in meeting the requirements of the bid/proposal and historical participation by qualified local MBEs/SBEs involving similar Work or Materials. For example, when the apparent successful Bidder/Proposer fails to obtain or fails to maximize qualified local MBE/SBE participation, but others Bidders/Proposers obtained and/or maximized qualified local MBE/SBE participation, the City of Hollywood will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Proposer could have obtained and/or maximized qualified local MBE/SBE participation. As indicated, a reasonable level of local MBE/SBE participation (maximization) may not be apparent until after bids/proposals are opened and participation and good faith efforts of various bidders/proposers compared. Therefore, it is recommended that in all cases, all good faith efforts be documented, and evidence of such included with the bid/proposal.

Even if a Bidder/Proposer is a qualified local MBE/SBE, maximizing the utilization of other qualified local MBEs/SBEs is still required. If the Bidder/Proposer is not successful in achieving maximum participation of qualified local MBE/SBE Subcontractors and qualified local MBE/SBE Material Suppliers on this project, the Bidder/Proposer shall document good faith efforts both successful and unsuccessful that were engaged to utilize other qualified local MBE/SBE Subcontractors and qualified local MBE/SBE Material Suppliers and submit the good faith efforts documentation in the sealed bid packet.

LOCAL MBE/SBE TERMINATIONS/SUBSTITUTIONS:

A Bidder/Proposer shall not terminate for convenience a qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier and then perform the Work or provide the Materials of the terminated subcontract within its own forces or those of an affiliate without the prior consent of the City of Hollywood.

When a qualified local MBE/SBE Subcontractor or local MBE/SBE Material Supplier is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make good faith efforts to find another qualified local MBE/SBE Subcontractor or

qualified local MBE/SBE Material Supplier to substitute for the original qualified local MBE/SBE. These good faith efforts shall be directed at finding another qualified local MBE/SBE to perform at least the same amount of Work or provide the same amount of Materials under the contract as the qualified local MBE/SBE that was terminated to the extent needed to meet the contract goal or commitment.

The City of Hollywood shall have the right to consider price, quality, past performance including meeting qualified local MBE/SBE commitments, time required for performance and qualifications of the Bidder/Proposer in making the award.

PAYMENT:

Upon contract award, the City of Hollywood does not count the participation of the qualified local MBE/SBE Subcontractor or qualified local MBE/SBE Material Supplier toward the prime contractor's qualified local MBE/SBE achievement or its overall goal until the amount being counted toward the goal or achievement has been paid to the qualified local MBE/SBE. The contractor shall submit to the City of Hollywood in accordance with the attached "City of Hollywood Subcontractor and Material Supplier Payment Certification" form (Exhibit D) to validate payment to the qualified local MBE/SBE and the amount of the qualified local MBE/SBE achievement/goal achieved to date. The form must be complete and notarized by all appropriate parties. Failure to certify payments to Subcontractors and Material Suppliers or failure to truthfully certify payments to Subcontractors and Material Suppliers shall result in no further payments to Contractor.

Records of progress payments made by prime contractors to qualified local MBE/SBE Subcontractors and/or Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

Payment will be due to the Contractor from the City of Hollywood thirty (30) days after receipt of invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with the Specifications, because unacceptable equipment or Materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance or non-compliance with the "Late Payments by Contractors to Subcontractor and Material Suppliers" clause as soon as practicable so that it can be corrected without delaying payment if possible.

PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTOR AND MATERIAL SUPPLIERS PENALTY:

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 15 Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or

Material Supplier.

ADMINISTRATIVE RECONSIDERATION:

If the City of Hollywood determines that the apparent successful Bidder/Proposer has failed to meet the requirements of this policy before awarding the contract, it will provide the Bidder/Proposer the opportunity for administrative reconsideration that will include the following:

The Bidder/Proposer will have the opportunity to demonstrate how the Bid/Proposal met the requirements of the program. The Request for Reconsideration shall be submitted within five (5) working days after receipt of Notice of Determination. The Request for Reconsideration shall address the issues of whether the Bidder/Proposer met the goals, if any, or made adequate good faith efforts to meet the goals. If no goal was required, the Bidder/Proposer will have the opportunity to demonstrate how the Bidder/Proposer maximized the participation of qualified local MBE/SBE Subcontractors and local Material Suppliers on this project and/or submitted documentation that demonstrated adequate good faith efforts (successful and unsuccessful) were engaged by the Bidder/Proposer to maximize the participation of qualified local MBE/SBE Subcontractors or qualified local Material Suppliers on this project.

The City of Hollywood will send the Bidder/Proposer a written decision on reconsideration, explaining the basis for its finding.

EQUAL OPPORTUNITY ASSURANCE:

The contractor, sub recipient, Subcontractor or Material Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

SECTION 00435
Tabulation of Subcontractors and Material Suppliers
(EXHIBIT B)

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Hollywood. Please add more lines if necessary.

	<u>Subcontractor Name and Address</u>	<u>Class of Work or Material</u>	<u>to complete work</u>	<u>(Check appropriate Business Type)</u>			
				<u>Local</u>	<u>Minority</u>	<u>Small</u>	<u>Other</u>
1.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	<u>Material Suppliers Name & Address</u>	<u>Supply Material</u>	<u>(Check appropriate Business Type)</u>			
			<u>Local</u>	<u>Minority</u>	<u>Small</u>	<u>Other</u>
1.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Company Name: _____
 Date: _____

By: _____
 Title: _____

Completion and submission of this form with the bid/proposal is mandatory for bid to be considered responsive!



SECTION 00435

**LOCAL MINORITY BUSINESS ENTERPRISE AND LOCAL SMALL BUSINESS
ENTERPRISE
UNAVAILABILITY FORM**

(EXHIBIT C)

I, _____
(Name and Title)

of _____

certify that on the _____ Day of _____ 20_____

I invited the following qualified local business CONTRACTOR(s) bid work items to be performed in the City of Hollywood.
(Attach all relevant documentation to verify bid opportunities provided to qualified local businesses.)

Qualified Local MBE/SBE Contractor Name and Address	Work/Material Supplier Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)	Qualified Local MBE/SBE RESPONSE (1, 2 or 3)	Qualified Local MBE/SBE Telephone Number

**QUALIFIED LOCAL MINORITY BUSINESS ENTERPRISE AND QUALIFIED LOCAL SMALL BUSINESS
ENTERPRISE CONTRACTOR(S) RESPONSE:**

- 1 - Did not bid in response to the invitation
- 2 - Submitted a bid which was not the low responsible bid
- 3 - Specify other



SECTION 00435
City of Hollywood, FL
Subcontractor and Material Supplier Payment Certification
(EXHIBIT D)

(Check the category that applies to this certification. One form to be completed for each Subcontractor and Material Supplier)

- a. Local SBE Subcontractor/Material Supplier
- b. Local MBE Subcontractor/Material Supplier
- c. Other Subcontractor/Material Supplier

Release of Lien information (agrees with) or (does not come from) _____ Payment Application.

Amount of Contract with Subcontractor or Material Supplier \$ _____.

Amount Paid to Date \$ _____ Percentage Paid to Date _____

This is to certify that _____
 (Subcontractor of Material Supplier)

Received Partial or Final payment in the amount of \$ _____ on _____
 (actual amount) (date)
 from _____ for labor or materials used on
 (Name of Prime Contractor)

 (Contract/Project Name) Printed _____ Signed _____
 (Contract/Project Number)
 (Prime Contractor Official)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

 (Notary Public) Commission Expires _____ Notary Seal _____

Printed _____ Signed _____
 (Official of Subcontractor or Material Supplier of over \$1,000 value)

Sworn to and subscribed before me this _____ day of _____ A.D., 20 _____

 (Notary Public) Commission Expires _____ Notary Seal _____

Due: Contractor shall provide a partial released of lien for each subcontractor and/or material supplier for amounts over \$1,000 based on the current schedule of values as attached to each Application and Certificate for Payment. This partial release of lien shall include the percentage of work completed this period and be provided to the City of Hollywood the earlier of 30 days after payment made to prime contractor or prior to the next payment request by the prime contractor

NOTE: If the Contractor without reasonable cause fails to make payment to Subcontractors and/or Material Suppliers within 15 working days after receipt by the Contractor of full or partial payment, the Contractor shall pay the Subcontractor and/or Material Supplier a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed.

- 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

Total \$ _____

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

Contractor's Signature

Witness Printed Name

Printed Name

Witness Address

Title

Date

Date

- END OF SECTION -