

RESOLUTION NO. 2017-06

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**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA TO AWARD THE REQUEST FOR PROPOSAL FOR THE HOLMBERG ROAD FIRE STATION NUMBER 42 EMERGENCY TRAFFIC SIGNAL INSTALLATION PROJECT (RFP 2017-06) TO HORSEPOWER ELECTRIC INC., AND TO AUTHORIZE THE APPROPRIATE CITY OFFICIAL TO EXECUTE A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the City of Parkland's ("City") intention to improve the emergency access at Fire Station number 42 access via the installation of a new emergency traffic signal; and

**WHEREAS**, installing the proposed emergency traffic signal will enable the Fire Department to control the intersection for ingress/egress purposes; and

**WHEREAS**, the proposed work includes, but is not limited to, mast arm signalization and foundation installation, electrical service disconnect pole, pavement marking/signage as required, pre-emption control button in fire station and other incidental construction as detailed in the contract documents and construction drawings; and

**WHEREAS**, in accordance with the City's purchasing policy, City Staff advertised a Request for Proposal ("RFP")2017-06 on November 21, 2016 for the purpose of obtaining a qualified and experienced contractor to provide construction services for the installation of an emergency traffic signal for Fire Station Number 42 at the intersection of Holmberg Road and Parkside Drive; and

**WHEREAS**, On January 19, 2017 at 2:00 p.m., the City closed the RFP and a total of one (1) proposal was received from Horsepower Electric Inc.; and

**WHEREAS**, the proposal received from Horsepower Electric, meets all the criteria of RFP 2017-06, as well as, the City's Capital budget for the project and Horsepower Electric is fully qualified to provide the services and material required in the RFP; and

**WHEREAS**, the City Commission of the City of Parkland has fully reviewed the proposal submitted and has determined that the proposal from HORSEPOWER ELECTRIC INC. was responsive and responsible and based upon the price of \$260,293, and other factors to be considered, it is in the best interest of the City to accept said proposal.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.

**Section 2.** HORSEPOWER ELECTRIC INC. is hereby awarded the proposal in the amount of \$260,293 for the City of Parkland's Holmberg Road/Parkside Drive Fire Station 42 Emergency Traffic Signal Project (RFP 2017-06).

**Section 3.** The appropriate City Officials are hereby authorized and directed to execute

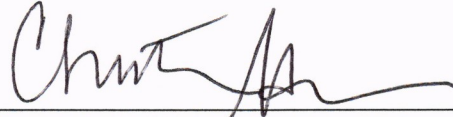
52 the necessary documents to effectuate the purpose and intent of this Resolution.

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54 **Section 4.** The RFP package and proposed contract has been reviewed and approved by  
55 the City Attorney.

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57 **Section 5.** The Resolution shall become effective immediately upon adoption.

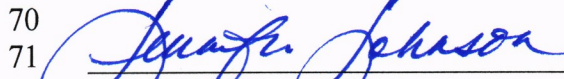
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60 PASSED AND ADOPTED THIS 15th DAY OF February, 2017.

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63 **CITY OF PARKLAND, FLORIDA**



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67 **CHRISTINE HUNSCHOFSKY**  
68 **MAYOR**

69 ATTEST:

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72 **JENNIFER JOHNSON**  
73 **CITY CLERK**



**SECTION 00 69 00**

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

THIS IS THE AGREEMENT, WHICH WILL GOVERN THE SUCCESSFUL PROPOSER'S PERFORMANCE UNDER THE CONTRACT AND SHALL BE EXECUTED BY THE SUCCESSFUL PROPOSER. ALL PROPOSERS, BY SUBMISSION OF THEIR PROPOSALS AGREE TO EXECUTE THIS CONTRACT IF SELECTED BY CITY TO PERFORM THE PROJECT.

This Agreement is entered into between the City of Parkland, 6600 University Drive, Parkland, Florida, as OWNER, and

(CONTRACTORS NAME) HORSEPOWER ELECTRIC

(CONTRACTORS ADDRESS) 8105 WEST 20 AVE HIALEAH FL 33014

as CONTRACTOR, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

1. This Agreement shall consist of the Contract Documents, of which this is a part. The Contract Documents shall consist of this agreement, the entire Proposal packet and all documents contained therein, including, but not limited to, the instructions to Proposers, the General Conditions, the supplementary General Conditions, any special conditions (as revised), any supplementary conditions, all Construction Plans, drawings and technical specifications and the proposal and all proposal forms submitted by the Contractor (except those provisions of the Proposal not accepted by the CITY) and any addendum issued by the CITY. All said documents and provisions contained therein shall be binding contractual provisions.

2. The total contract price shall be (In words)

TWO HUNDRED SIXTY THOUSAND TWO HUNDRED NINETY-THREE  
\$ 260,293.<sup>00</sup> which shall include the following alternates accepted by the City



Commission:

3. Substantial and final completion shall be achieved as set forth in the contract documents.
4. CONTRACTOR shall ensure that all subcontractors materialmen, laborers, or other providers of goods and services are paid in full for services properly rendered. This shall be the full responsibility of the CONTRACTOR and a requirement for payment.
5. Based upon application for payment submitted to the City by CONTRACTOR and certificates for payment, the City shall make progress payments on account of the contract sum as set forth below or elsewhere in the contract documents.
  - 5.1 No progress payments shall be made more often than 30 day cycles. The first 30 day cycle shall begin 30 calendar days after Commencement of construction and continue thereafter in 30 day intervals provided that application for payment be made within 3 days of the commencement of each period. The City's representative shall then have 7 days to review the application for payment and either approve or deny the application or authorize a payment of a lesser amount. The CITY shall, within 20 days of any certificate for payment from the City, make the payment set forth in the certificate less a 10% retainage, which shall be retained by the CITY to assure final completion of the work according to the Contract Documents.
  - 5.2 Each application for payment shall be based upon the schedule of values submitted by the Contractor in accordance with the contract documents (Section 00 31 00 Proposal Schedule of Items). The schedule of values shall fairly allocate the contract sum among the various portions of the work and be prepared by the CONTRACTOR, but must be approved in writing by the City's representative. In case the City's representative and CONTRACTOR cannot agree on a schedule of values, the City's representative shall determine the schedule of values to be used. Additionally, the Contractor shall supply the City with a Unit Price Worksheet for

reference purposes. This worksheet shall include the installed cost (S.F., L.F. cost etc.) for the following elements:

- 5.3 Applications for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. The City's representative may require additional substantiation with regard to said percentage of completion, which shall be immediately provided by the CONTRACTOR.
- 5.4 Ten (10) percent retainage shall be withheld from each payment. Upon substantial completion of all work, the City's representative shall have the sole discretion to reduce the retainage amount to 5%. However, City's representative may still withhold amounts representing work, which City's representative deems incomplete or inconsistent with the contract documents or unsatisfactory, or the amount of any unsettled claims.
- 5.5 All applications for payment shall contain an affidavit from CONTRACTOR that all subcontractors, laborers, materialmen, and other providers of services have been paid in full for services to date. The City's representative may also request other assurances from the CONTRACTOR, including, but not limited to full or partial releases or waiver of liens.
6. Payment upon substantial completion shall be made by the CITY to the CONTRACTOR when substantial completion has been achieved and the CONTRACTOR has executed an affidavit that all subcontractors, materialmen, laborers, suppliers of goods and services and any other agents or employees engaged by subcontractors have been fully paid and no sums are due and owing to any other parties on account of work performed, and that work is substantially complete in accordance with the contract documents and the City's representative issues a certificate for payment indicating that substantial completion has been achieved. As a prerequisite to payment, the Contractor shall supply the necessary releases and waivers of liens to assure the City and City's representative that all subcontractors, materialmen, providers of goods and services and all other persons

engaged in the project have been paid in full.

7. Final payment shall be made upon execution of a certificate for payment which reaffirms (by affidavit) the fact that all subcontractors, materialmen, laborers, suppliers of goods and services and any other agents or employees engaged by subcontractors have been fully paid and no sums are due and owing to any other parties on account of work performed and that there are no valid claims of liens by any parties participating in the work in any way and that the work is complete in all respects in accordance with the contract documents. The CITY shall make final payment upon receipt of a certificate for payment, which concludes that the applications for final payment are correct and that final completion has been achieved. All necessary releases and waivers of liens as specified above must be submitted to the satisfaction of the City and City's representative.
8. CONTRACTOR shall submit to City's representative and CITY detailed invoices for monthly payment and such other documentation as specified herein.
9. The CITY shall not be liable for any prejudgment interest for any amounts not paid to contractors for amounts in excess of those amounts contained in the certificate for payment by the City's representative.
10. In addition the enumeration of the contract documents contained in Section #1 above, the contract documents shall also include the following documents (plans and specifications):



**CONTRACT DOCUMENTS****PROPOSAL REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT**

Section	No. Pages	Description
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**DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS**

000010	1	Title Page
000100	1-2	Table of Contents
000300	1	Notice to Proposers
000500	1	Proposal Submission Checklist
001000	1-30	Instructions to Proposers and Standard Terms and General Conditions
001100	1-7	Proposal Format
002000	1-2	Consideration of Award
003000	1-7	Proposal Form
003100	1-5	Proposal Schedule of Items
003200	1-3	Florida Trench Safety Act
004080	1-2	Foreign (Non - Florida) Corporate Statement
004100	1-4	Proposal Security
004200	1	References Submittal
004300	1-2	Subcontractor List
004400	1	Drug Free Workplace
004500	1-3	Background Check Affidavit
004700	1-2	Qualifications Statement
004800	1-2	Non - Collusive Affidavit
004900	1-2	Authority to Execute Bid and Contract
006100	1-4	Form of Performance Bond
006200	1-4	Form of Payment Bond
006900	1-7	Agreement between Owner and Contractor
007000	1-8	Special Conditions

**DIVISION 01 - GENERAL REQUIREMENTS**

010100	1-2	Summary
010200	1	Allowances
010250	1-4	Measurement and Payment
010270	1-2	Applications for Payment
010280	1-3	Modification Requirements
010390	1-4	Coordination and Meetings
010450	1-3	Cutting and Patching
010600	1-2	Regulatory Requirements
013000	1-5	Submittals
013110	1-3	Project Coordination
014000	1-4	Quality Control
015300	1-4	Protection of Existing Utilities and Facilities
017000	1-2	Contract Closeout

Emergency Traffic Signal – Holmberg Road

00 69 00

017800 1-7 Closeout Submittals  
017870 1-2 Warranties and Bonds  
017890 1-4 Project Record Documents

#### TECHNICAL SPECIFICATIONS

Page 1

#### SUPPLEMENTAL SPECIFICATIONS

Pages 1-4

#### CONTRACT PLANS

Sheet No. 1 (Cover/Key Sheet), Sheet No. 2 (Tabulation of Quantities), Sheet No. 3 thru Sheet No. 4 (General Notes), Sheet No. 5, Sheet No. 6, Sheet No. 7, Sheet No. 8, Sheet No. 9, Sheet No. 10, Sheet No. CTL-1, Sheet No. CTL-2, Sheet No. GT-1.



<b>CITY</b>	<b>DATE</b>	<b>CONTRACTOR</b>	<b>DATE</b>
<u>Chris Anselmy</u>		<u>[Signature]</u>	<u>2-6-17</u>
(Signature)		(Signature)	

<u>Christine Henschofsky</u>	<u>Mayor</u>	<u>MICHAEL MARTINEZ</u>	<u>PRESIDENT</u>
(Printed name of individual)	(Title)	(Printed name of individual)	(Title)

<b>WITNESSES TO OWNER</b>	<b>DATE</b>	<b>WITNESSES TO CONTRACTOR</b>	<b>DATE</b>
<u>Henry Sips</u>	<u>2-6-17</u>	<u>[Signature]</u>	<u>2-06-17</u>
<u>Jan Peribianco</u>	<u>2/15/17</u>	<u>Lis Mondelo</u>	<u>Sec.</u>

**CITY CLERK**

[Signature]



**CITY ATTORNEY**

[Signature]

**END OF SECTION**