

PROJECT MANUAL FOR:

2015 ALLEY RECONSTRUCTION PROGRAM



PROJECT BID NO. PW-14-023

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION

2600 HOLLYWOOD BOULEVARD
HOLLYWOOD, FL 33022

BID PACKAGE

FOR

PROJECT BID NO. PW-14-023

2015 ALLEY RECONSTRUCTION PROGRAM

SUBMITTED BY: _____

SEPTEMBER 2015

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SUBMIT THIS COMPLETE PACKAGE AND ONE COPY WITH YOUR BID

CITY OF HOLLYWOOD

FLORIDA

CONTRACT DOCUMENTS

2015 ALLEY RECONSTRUCTION PROGRAM

CITY OF HOLLYWOOD

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

PROJECT BID NO.: PW-14-023

SEPTEMBER 2015

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**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

NOTICE TO BIDDERS

PROJECT NAME: 2015 ALLEY RECONSTRUCTION PROGRAM

PROJECT BID NUMBER: PW-14-023

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 Boulevard, Room 221) of the City of Hollywood, Florida, **until Friday, October 23, 2015 at 10:00 am**, local time, at which time they will be opened and read publicly at City Hall, Department of Public Works, Engineering & Architectural Services Division Conference Room #308 located at 2600 Hollywood Blvd, Hollywood, Florida 33022. **A pre-bid meeting will be held on Friday, October 9, 2015, at 10:00 am, local time, at City Hall, Department of Public Works, Engineering & Architectural Services Division Conference Room #308 located at 2600 Hollywood Blvd, Hollywood, Florida 33022. Attendance at this pre-bid meeting is NOT required.**

The Bid Package and any other Contract documents may be obtained from the Department of Public Works, Engineering & Architectural Services Division, Room #308 at City Hall, 2600 Hollywood Blvd, Hollywood, Florida 33022. The first copy to all eligible bidders will be provided at no cost. Additional copies will be furnished upon request for a nominal fee. The bid package can also be downloaded at <http://www.hollywoodfl.org/Bids.aspx>. Questions shall be submitted in writing no later than **Friday, October 16, 2015** to Clarissa Ip, PE (cip@hollywoodfl.org). The telephone number for general information is (954) 921-3900. It is the contractor's responsibility to periodically check the City's website for any changes to the contract during the bidding process.

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. Each bidder must carefully review Exhibit A within the attached Bid Package. For additional information about the City's Local Preference Ordinance, visit <http://www.hollywoodfl.org/index.aspx?nid=216> or contact The Procurement Department at 954-921-3345.

It will be the sole responsibility of the Bidder to deliver personally or by 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 21th Day of September, 2015

CITY OF HOLLYWOOD, FLORIDA

Jonathan Vogt, P.E.,
Deputy Director/City Engineer

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 Total Bid price 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 on Friday, October 9, 2015, at 10:00 am, local time, at City Hall, Department of Public Works, Engineering & Architectural Services Division Conference Room #308 located at 2600 Hollywood Blvd, Hollywood, Florida 33022. Attendance at this pre-bid meeting is not required. Contractors with questions or concerns are encouraged to attend. It is the responsibility of the Contractor to visit the site prior to bidding.

4. CONTRACT DOCUMENTS:

The Contract Documents provide the 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. The location of the work is within the City of Hollywood and will be provided in work orders issued throughout the contract duration.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

The Bidder is required to carefully examine 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 may be mailed, e-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. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any available evidence of his/her financial status, technical qualifications and other qualifications and abilities. Once the contract is awarded to the bidder, the work cannot be subcontracted in its entirety to another contractor, and payroll documents will be required as proof that the majority of the work is being completed by staff employed by the bidder. 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. 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.
- H. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

12. LIFE AND WITHDRAWAL OF BID:

All Bids shall remain open for 90 days after the day of the Bid opening, however, the Engineer may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

13. REJECTION OF IRREGULAR BIDS:

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

14. BIDDING ERRORS:

If after the opening of bids, a Bidder claims an error and requests to be relieved of the Award, or the Engineer believes that an error may have been made then, the Bidder shall present his work sheets and supplier quotations to the Engineer for verification. This information shall be presented on the same day as the bid opening or if the opening is in the afternoon then on the following business day. When the Engineer has suspected an error and requires the documents, Bidder's failure to produce them within the time specified shall make the Bidder non-responsive and thereby eligible for disqualification. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be re-advertised or it may be performed by City forces, as the Commission desires.

15. AWARD OF CONTRACT:

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

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 providing materials, equipment or additional staff, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

17. FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Article 16 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. In the same manner as Article 13, the Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

18. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:

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

19. INSURANCE:

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

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

20. QUALIFICATIONS:

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

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

21. PERMITS:

The Contractor and Subcontractors must obtain Building Permits required for all work covered under this Contract as well as any other permit required by any other regulatory agency. The 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 -



NOTICE OF IMPOSITION OF CONE OF SILENCE

On **September 21, 2015**, the City of Hollywood, FL Department of Public Works – Engineering and Architectural Services Division issued the following:

2015 ALLEY RECONSTRUCTION PROGRAM Project Bid # PW-14-023

SCOPE:

Provide for pavement reconstruction in city alleys and installation of 200 feet of drainage pipe with drainfield and one catch basin, within rights-of-way of the City of Hollywood.

Pursuant to Section 30.15(E) of the Code of Ordinances, a Cone of Silence has been imposed on the items set forth above. The Cone of Silence will continue until the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

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

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: Clarissa Ip, P.E. at (954) 921-3900.

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 _____

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/she has informed him/herself fully in regard to all conditions pertaining to the Work that is to be done; that he/she 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, and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he/she has satisfied him/herself 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 60 days with final completion within 14 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.

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)

_____(SEAL)
(Signature of Individual)

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
2015 ALLEY RECONSTRUCTION PROGRAM
Project Bid No.: PW-14-023

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 –



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS**

PROPOSAL BID FORM

Project No.: PW-14-023

Project Name: 2015 Alley Reconstruction Program

Account No.: TBD

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED BIDDER AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN 270 CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE NOTICE TO PROCEED WITH CONTRACT WORK. UNIT PRICE PREVAILS OVER TOTAL PRICE. All entries on this form must be typed or written in ink.

Payment to the CONTRACTOR shall be made on the basis of the Proposal bid items as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. Unit prices used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

The quantities for payment under the Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY. A representative of the CONTRACTOR shall witness all field measurements.

No.	Description	Qty	Unit	Unit Price	Total
1	Furnish all materials, labor and equipment to demolish, clear and grub, and dispose of materials; including hedge removal and trimming, tree trimming and miscellaneous removals necessary or as indicated on the drawings that are not included in Item No. 2	1	LS		
2	Furnish all materials, labor and equipment to sawcut and demolition of existing concrete driveway or sidewalk including the disposal of materials	11,648	SF		
3	Furnish all materials, labor and equipment to remove existing asphalt pavement to depth of up to one inch (1") including the disposal of materials	28,819	SY		

No.	Description	Qty	Unit	Unit Price	Total
4	Furnish all materials, labor and equipment to scarify limerock base, adding limerock and grade and compact to proposed elevation, including prime coat	31,785	SY		
5	Furnish all materials, labor and equipment to install FDOT Type SP-9.5 superpave asphalt concrete pavement, including tack coat	2,882	TON		
6	Furnish all materials, labor and equipment to remove existing pavers, adjust upper layer and one (1") sand layer, reinstall pavers	550	SF		
7	Furnish all materials, labor and equipment to install 6" thick concrete sidewalk, driveway and ramps; including select backfill, grading, compacting, stamp detectable warnings for all ramps, complete in place as specified	6,168	SF		
8	Furnish all materials, labor and equipment to adjust existing gravel driveway and regrade to match new alley elevations	580	SF		
9	Furnish all materials, labor and equipment to adjust valve box covers to match proposed pavement elevation	49	EA		
10	Furnish all materials, labor and equipment to adjust elevation of existing sanitary sewer, storm sewer, and/or air valve manholes to match proposed pavement elevation utilizing Polypropylene rings	30	EA		
11	Furnish all materials, labor and equipment to adjust elevation of existing sanitary sewer, storm sewer, and/or air valve manholes to match proposed pavement elevation utilizing brick and mortar	5	EA		
12	Furnish all materials, labor and equipment to adjust monitoring well covers to match proposed pavement elevation	2	EA		

No.	Description	Qty	Unit	Unit Price	Total
13	Furnish all materials, labor and equipment to reset existing water meter boxes to match proposed grades	75	EA		
14	Furnish all materials, labor and equipment to remove existing catch basin and replace with new Type B catch basin with pollution retardant debris baffle	1	EA		
15	Furnish all materials, labor and equipment to install 15" diameter A-2000 PVC drainage pipe	10	LF		
16	Furnish all materials, labor and equipment to install 4'x4' drainfield with 15" diameter perforated A-2000 PVC drainage pipe	190	LF		
17	Furnish all materials, labor and equipment to install Argentine Bahia sod; including preparation of area, excavate/fill and compact as necessary, complete in place as specified	45,000	SF		

BASE BID TOTAL

\$

TOTAL BASE BID IN WRITING

CONTRACTOR COMPANY NAME

DATE

SECTION 00410

APPROVED BID BOND
(Construction)

STATE OF FLORIDA

COUNTY OF _____

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

2015 ALLEY RECONSTRUCTION PROGRAM
PROJECT BID NO. PW-14-023

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.

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.

(SEAL)
Secretary

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: _____
and e-mail address: _____
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 co-ventures).

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.

SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that apply.

- | | |
|---|--|
| 1. www.hollywoodfl.org | <input type="checkbox"/> |
| 2. www.bidsync.com | <input type="checkbox"/> |
| 3. Daily Business Review | <input type="checkbox"/> |
| 4. The Miami Herald | <input type="checkbox"/> |
| 5. Referral/word- of mouth | <input type="checkbox"/> Specify Source: _____ |
| 6. Search Engine/Internet search | <input type="checkbox"/> |
| 7. E-mail, newsgroup, online chat | <input type="checkbox"/> Specify Source: _____ |
| 8. Banner or Link on another website | <input type="checkbox"/> |
| 9. Flyer, newsletter, direct mail | <input type="checkbox"/> Specify Source: _____ |
| Other | <input type="checkbox"/> Specify Source: _____ |

Bid/RFP/RFQ Number: _____ Title: _____

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.

	<u>Work to be Performed</u>	<u>Subcontractor's Name / Address</u>
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.

REFERENCES

Contractor's Name: _____ **Phone Number:** _____

Contractor's Address: _____

Please list all of the projects you have completed in the last three (3) years, by using the following table.

	Project Name or Description:	Location/Address:	Completion Date	Contract Amount	Email or Website Address	Contact Person Name & Phone Number:
1.						
2.						
3.						
4.						
5.						
6.						
7.						

8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

You may attach additional sheets as necessary
Page

References -
2

SECTION 00435

LOCAL PREFERENCE (EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsive responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

SECTION 00495

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

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 -

SECTION 00500



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

2600 Hollywood Boulevard
Hollywood, Florida 33022
Phone (954) 921-3900 Fax (954) 921-3416

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, A.D., __, 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

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:

**2015 ALLEY RECONSTRUCTION PROGRAM
PROJECT BID NO. PW-14-023**

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:

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.

PAYMENT:

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.

- (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 of 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 | 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.

As prepared/approved by:

Jonathan Vogt, P.E.
Deputy Director of Public Works/City Engineer

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)
PETER BOBER, MAYOR

ATTEST:

PATRICIA CERNY, MMC, CITY CLERK

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ (Witness)	_____ (Signature of Individual)	(SEAL)
_____ (Witness)	_____ (Signature of Individual)	

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ (Witness)	_____ (Name of Firm)	
_____ (Witness)	_____ (Signature of Individual)	(SEAL)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm) a Partnership

(Witness)

BY: _____ (SEAL)
(Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

(Correct Name of Corporation)

BY: _____ (SEAL)
President

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE CITY OF
HOLLYWOOD, FLORIDA ONLY:

APPROVED AS TO FINANCE:

By _____
JEFFREY SHEFFEL, CITY ATTORNEY

By _____
Director of Financial Services

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 -

SECTION 00610 / SECTION 00620

PAYMENT AND/OR PERFORMANCE BOND COVER PAGE

In Compliance with Florida Statutes 255.05 (1)(a)

Bond No.: _____

Contractor Name: _____

Contractor Address: _____

Contractor Phone No.: _____

Surety Name: _____

Surety Address: _____

Surety Phone No.: _____

Owner Name: _____

Owner Address: _____

Owner Phone No.: _____

Obligee Name: _____
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address: _____

Obligee Phone No.: _____

Contract No.: _____
(If applicable)

Project Name: _____

Legal Description: _____

Street Address: _____

Description of Work: _____

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be preprinted thereon.



SECTION 00610

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

2600 Hollywood Blvd.
Hollywood, Florida 33022
Phone (954-921-3900 Fax (954) 921-3416

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____,
Name Address Tel. No.

as Principal, and _____,
Name Address Tel. No.

as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ Dollars (\$_____), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____, 20____ entered into between the Principal and the City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida, 33022, Phone # 954-921-3900 for the installation of:

**2015 ALLEY RECONSTRUCTION PROGRAM
PROJECT BID NO. PW-14-023**

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, , Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, the said Principal and Surety jointly and severally covenant and agree that this Bond will remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion as issued by the City of Hollywood.

This bond is executed pursuant to Section 255.05, Florida Statutes, and is subject to the notice and time limitation provisions thereof.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual)

(Printed Name of Witness)

(Printed Name of Individual)

(Address)

(Witness)

(Printed Name of Witness)

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Printed Name of Witness)

(Address)

(Witness)

(Printed Name of Witness)

(Address)

(Name of Firm)

By:

(Seal) _____
(Signature of Individual)

(Printed Name of Individual)

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Printed Name of Witness)

(Address)

(Witness)

(Printed Name of Witness)

(Address)

(Name of Partnership)

By: (Seal)

(Partner)

(Printed Name of Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

(Secretary)

(Name of Corporation)

By: _____ (Seal)
(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 within bond; that

_____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

(SEAL)
Secretary

Printed Name of Secretary

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
COUNTY OF _____

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 he has been
authorized by _____ to execute the foregoing 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:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the city of Hollywood,
Florida only:

By _____
JEFFREY SHEFFEL, CITY ATTORNEY

APPROVED AS TO FINANCE:

By _____
Director of Financial Services

- END OF SECTION -



SECTION 00620

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

2600 Hollywood Blvd.
Hollywood, Florida 33022
Phone (954-921-3900 Fax (954) 921-3416

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal,
and _____, as Surety, are held and firmly bound
unto the City of Hollywood, its officials and employees, in the sum of _____
_____Dollars (\$_____), for the
payment of said sum we bind ourselves, our heirs, executors, administrators and assigns,
jointly and severally, for the faithful performance of a certain written contract, dated the ____
____ day of _____20_____, entered into between the Principal and the City
of Hollywood, Florida , 2600 Hollywood Boulevard, Hollywood, Florida, 33022, Phone # 954-
921-3900 for:

Copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.
- B. The above named Principal and Surety hereby jointly and severally agree with the City of Hollywood, its officials, and employees, that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that he intends to look to this bond for protection.
 2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
 3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the City of Hollywood any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

- E. The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the City of Hollywood, its officials, and employees, that they have a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".
- G. Any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05, Florida Statutes.
- H. The Surety hereby waives notice and agrees that any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this bond.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____, 20_____ A.D., 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.

This bond is executed pursuant to Section 255.05, Florida Statutes, and is subject to the notice and time limitation provisions thereof.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signature of Individual

Printed Name of Individual

Address of Individual

Phone Number of Individual

Signed, sealed and delivered in the presence of:

Witness

Printed Name of Witness

Address of Witness

Phone Number of Witness

Witness

Printed Name of Witness

Address of Witness

Phone Number of Witness

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Name of Firm

Signature of Individual

Printed Name of Individual

Address of Individual

Phone Number of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

Printed Name of Witness

Printed Name of Witness

Address of Witness

Address of Witness

Phone Number of Witness

Phone Number of Witness

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Name of Partnership

BY: _____
Partner (SEAL)

Printed Name of Partner

Address of Partner

Phone Number of Partner

Signed, sealed and delivered in the presence of:

Witness

Printed Name of Witness

Address of Witness

Phone Number of Witness

Witness

Printed Name of Witness

Address of Witness

Phone Number of Witness

WHEN THE PRINCIPAL IS A CORPORATION:
attest:

Secretary

Name of Corporation

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 within 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)

Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY:

attest:

Secretary

Corporate Surety

Business Address

Business Phone Number

BY:

(Affix Corporate Seal)

Attorney-In-Fact

Name of Local Agency

Business Address



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

2600 Hollywood Blvd.
Hollywood, Florida 33022
Phone (954) 921-3900 Fax (954) 921-3416

PAYMENT BOND

STATE OF FLORIDA
COUNTY OF BROWARD
CITY OF HOLLYWOOD

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 he has been authorized by _____
_____ to execute the foregoing bond on behalf of the
CONTRACTOR named therein in favor of the City of Hollywood, Florida. CONTRACTOR
named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn before me this _____ day of _____, 201____.

Notary Public, State of Florida

Printed Name of Notary

Commission Number: _____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: _____
CITY ATTORNEY

APPROVED AS TO FINANCIAL SERVICES

BY: _____
DIRECTOR OF FINANCIAL SERVICES

Insert copy of Insurance Certificate



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION**

GENERAL CONDITIONS

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FOR CONSTRUCTION CONTRACTS**ARTICLE 1 - DEFINITIONS**

In the interpretation of these Contract Documents the following terms shall have the meaning indicated:

ADDENDA - Written or graphic instruments issue prior to the opening of Bids which clarify, correct or change the Contract Documents.

CHANGE ORDER - A written order to CONTRACTOR signed by the City Manager or his/her authorized designee authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

CITY - The City of Hollywood, Florida.

COMMISSION - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY described in the City Charter.

CONTRACT - The written agreement between the CITY and the CONTRACTOR covering the work to be performed in accordance with the other Contract Documents which are attached to or referenced in the Contract and made a part thereof.

CONTRACTOR - The person, firm, or corporation with whom the CITY has entered into the Contract.

CONTRACT DOCUMENTS - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, the Record of the Contract Award by the City Commission, the CONTRACTOR'S Response thereto, all Bonds, Agreement, and all supporting documents, these General Conditions, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto, and any Project Manual.

CONTRACT TIME - The number of days agreed to in the Proposal, commencing with the date of the Notice to Proceed for completion of the work.

CONSULTANT - As used herein shall mean the Architect or Engineer who has contracted with the City to provide professional services for this Project and who is registered under the laws of Florida as a registered Architect, Engineer or Landscape Architect, as applicable.

DATE OF SUBSTANTIAL COMPLETION - The date when the work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended.

DAYS - Calendar days of 24 hours measured from midnight.

DRAWINGS - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by OWNER'S REPRESENTATIVE and are referred to in and are a part of the Contract Documents.

EXCUSABLE DELAY - Delay caused by acts or neglect by the CITY, hurricane, tornadoes, fires, floods, epidemics or labor strikes.

GENERAL CONDITIONS - That segment of the Contract Specifications incorporating the Provisions common to all CITY Construction Contracts.

INEXCUSABLE DELAY - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, material deliveries etc., which might have been

avoided by the exercises of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes or tornadoes).

INSPECTOR - The sole authorized representative of the CITY and OWNER'S REPRESENTATIVE in all on-site relations with the CONTRACTOR, assigned to make all inspections of the work being performed or materials being furnished.

LIQUIDATED DAMAGES - The amount prescribed in the Supplementary Conditions to be paid the CITY, or to be deducted from any payments due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.

NOTICE OF AWARD - The written notice by the CITY to the successful Bidder stating that upon his execution of the Agreement and other requirements as listed therein within the time specified the CITY will sign and deliver the Agreement.

NOTICE TO PROCEED - A written notice by the OWNER'S REPRESENTATIVE to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

OTHER CONTRACTORS – As used herein shall mean any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion the work covered by the Contract.

OWNER - The CITY of Hollywood, Florida.

OWNERS REPRESENTATIVE - as used herein shall mean Director of Public Works for the City of Hollywood, 2600 Hollywood Boulevard, Hollywood, FL.

"OR EQUAL" - Equivalent or superior in construction, efficiency and effectiveness to a type, brand, model or process called out in the Contract Documents to establish a basis of quality.

PROJECT MANAGER is the person, who is an employee of the City of Hollywood, who is assigned by the Director of Public Services to manage the Project, and attempt to resolve issues with the Contract Documents, as a direct representative of the Owner.

SHOP DRAWINGS - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Sub-Contractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

SPECIFICATIONS - Division 1 through 16 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

SUPERINTENDENT, as used herein refers to the executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner's Representative and capable of superintending the work efficiently.

SUPPLEMENTARY CONDITIONS - Division 1 of the Contract Specifications incorporating the provisions peculiar to a specific project.

SUB-CONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Sub-CONTRACTOR for the performance of a part of the work. The term "Sub-CONTRACTOR will include Sub-Sub-CONTRACTORS, Suppliers and Material Providers of the CONTRACTOR."

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound with and for the CONTRACTOR to insure performance of the Contract and payment of all obligations pertaining to the work.

WORK - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

PROPOSAL GUARANTY, as used herein shall mean that the bid bond or good faith deposit designated in the Proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the Board, if the Contract is awarded to him.

WRITTEN NOTICE, shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail to the last business address known to him who gives notice.

BENEFICIAL OCCUPANCY, as used herein means that date at which time the project is substantially completed, as determined by Owner's Representative, and the Owner may occupy the project with furniture, equipment and accessories required for the operation of the facility. It does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the project.

PUNCH LIST, as used herein shall refer to a list of items of work required by the Contract Documents which after inspection by the Consultant or Owner's Representative has been termed to be deficient and/or inconsistent with the Contract Documents. This list will be compiled, and submitted to the Contractor, only upon substantial completion of the project, as determined by the Owner's Representative or Consultant.

FINAL COMPLETION, as used herein means that date subsequent to the date of Beneficial Occupancy at which time the project, including the correction of all punch list items, is totally completed in all of its detail for final acceptance, to the satisfaction of the Consultant and Owner's Representative.

SUBSTANTIAL COMPLETION, as used herein, the date on which, as certified in writing by CONSULTANT, the work, or a portion thereof designated by CONTRACT ADMINISTRATOR, in it's sole discretion, is at a level of completion in substantial compliance with the CONTRACT documents such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for substantial completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof is not determinative of the achievement or date of substantial completion.

ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

Abbreviations of organizations which may be used in these Specifications are:

AASHTO:	American Association of State Highway and Transportation Officials
ACI:	American Concrete Institute
AIA:	American Institute of Architects
AISC:	American Institute of Steel Construction
AITC:	American Institute of Timber Construction
ANSI:	American National Standards Institute
APWA:	American Public Works Association
ASTM:	American Society for Testing and Materials
ASCE:	American Society of Civil Engineers
ASME:	American Society of Mechanical Engineers
ASHRAE:	American Society of Heating, Refrigerating and Air Conditioning Engineers
AWPA:	American Wood Preservers Association
AWWA:	American Water Works Association
AWS:	American Welding Society
BCEQCB:	Broward County Environmental Quality Control Board
CRSI:	Concrete Reinforcing Steel Institute
DER:	Florida Department of Environmental Regulation
DNR:	Florida Department of Natural Resources
FDOT:	Florida Department of Transportation
FP&L:	Florida Power and Light
IEEE:	Institute of Electrical and Electronic Engineers
NACE:	National Association of Corrosion Engineers
NCPI:	National Clay Pipe Institute
NEC:	National Electrical Code

NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Act
PCI:	Prestressed Concrete Institute
SFBC:	South Florida Building Code, Broward Edition, Latest Revision
SFWMD:	South Florida Water Management District
SSPC:	Structural Steel Painting Council
UL:	Underwriters' Laboratories, Inc.
UNCLE:	Utility Notification Center for Location before Excavation (1-800-432-4770)
USEPA:	United States Environmental Protection Agency
USGS:	United States Geological Survey
WWEMA:	Water and Wastewater Equipment Manufacturers Association

ARTICLE 3 – ADMINISTRATION OF THE CONTRACT

The Consultant and the Project Manager will provide Administration of the Contract hereinafter described. For those projects for which the City of Hollywood serves as the Consultant (Architect of Record) all references to the Consultant shall be considered to be to the Project Manager.

The Consultant and the Project Manager will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be issued to the Contractor. All instructions to the Contractor shall be issued through the Consultant, except under special circumstances when instructions may be issued by the Project Manager or with the Project Manager approval, by the Architect reporting to him/her, or the Engineer reporting to him/her.

The Consultant, the Project Manager and other personnel authorized by the Owner, shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Consultant and the Project Manager may perform their functions under the Contract.

The Consultant will make periodic visits to the site to familiarize him/herself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations the Consultant will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

Neither the Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and neither will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Consultant will have authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing, but shall take such action only after consultation with the Project Manager. The Project Manager will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Project Manager considers it necessary or advisable to insure the proper implementation of the Contract Documents, the Project Manager will have the authority to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed. Neither the Consultant's nor the Project Manager's authority to act under this Subparagraph, nor any decision made by them in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant or the Project Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

All interpretations and recommendations of the Consultant shall be consistent with the intent of the Contract Documents. In this capacity as interpreter, the Consultant will exercise best efforts to insure faithful performance by both the Owner and the contractor and will not show partiality to either.

The Contractor shall forward all communications to the Consultant, with copies to the Project Manager.

The Project Manager will assist the Consultant in conducting inspections to determine the date or dates of Substantial Completion and Final Acceptance, and will receive and review written guarantees and related documents required by the Contract. The Project Manager will approve Project Payment Certificates.

The duties, responsibilities and limitations of authority of the Consultant and the Project Manager as the Owner's Representative during assembly as set forth in these General Conditions will not be modified nor extended without written consent of the Contractor, the Consultant, and the Owner.

Neither the consultant nor the Owner will be responsible for the acts of omissions of the Contractor, any Sub-Contractor's, or any of their agents or employees, or any persons performing any of the Work.

In case of the termination of employment of the Consultant, the Director of Facilities may appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

ARTICLE 4 – MISCELLANEOUS PRELIMINARY MATTERS

4.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the OWNER'S REPRESENTATIVE who will issue a correction, if necessary, in writing. The CONTRACTOR shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same as prescribed by the OWNER'S REPRESENTATIVE.

4.2 Submissions:

Within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 15 in the Instructions to Bidders, he shall submit to the OWNER'S REPRESENTATIVE an estimated progress schedule indicating the starting and completion days of the various stages of the work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Sections 1.05, 1.11 and 1.12 respectively, of the Supplementary conditions.

4.3 Pre-Construction Conference:

Section 12 of the Supplementary conditions may require a Pre-Construction conference for a review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work. If required, attendance will be mandatory.

4.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in the Proposal (or any subsequent Change Orders), unless the CONTRACTOR failed to complete the requirements of Article 15 of the Instructions to Bidders, in which case the additional time in days (including weekends) required to correctly complete the documents will be deducted from that Contract Time specified in the proposal.

4.5 Computation of Time:

When any period of time is referred to the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a legal holiday, such day shall be omitted from the computation.

4.6 Commencement of Work:

The CONTRACTOR shall not perform work at the site prior to the date of the Notice to Proceed.

4.7 Extension of Contract Time:

Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 18, changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a

whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

4.8 Notice and Service Thereof:

All notices, demands, requests, instructions, approvals and claims shall be in writing. Notices, demands, etc., shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

4.9 Separate Contract:

The CITY reserves the right to let other contracts in connection with this Project. The CONTRACTOR shall afford other OTHER CONTRACTORS a reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

4.10 Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made without the prior written approval of the City Commission, which approval will be given only after the Surety on the Contract Bond has informed the City Commission in writing that it approves of such assignment being made.

In the event that the CONTRACTOR shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any such monies shall be subject to the prior liens of all persons for services rendered or material supplied for the performance of all work embraced by the Contract.

4.11 Patent Rights and Infringement:

There are various established performance criteria throughout this contract for products and services. There may exist patent coverage for some means and methods of achieving these performance criteria. CONTRACTOR is responsible for ascertaining that means and methods of the products and services which they are providing are not being provided in violation of any such patent rights. CONTRACTOR responsibilities are as follows:

1. To hold harmless, the CITY, as to any violation to include dollar amounts that could owe as a result of damages for infringement including potential treble damages as provided for under U. S. Patent and Trademark Law.
2. To pay any and all royalties and cost arising from patents, trademarks and copyrights in any way involved in the work and to show evidence that the right to use any such product has been secured by suitable legal agreements with the Patentee or owner and a copy of the agreement must be filed with the OWNER'S REPRESENTATIVE.
3. Any and all costs that the CITY would incur in replacing materials and services which are determined to infringe patent rights.
4. All administrative, legal and other costs that would be incurred as a result of an infringement.

If any product or services proposed to be provided by the CONTRACTOR are known by the CONTRACTOR to be subject to any existing claims of infringement, CONTRACTOR shall notify CITY

of such claim and provide evidence of financial ability to perform on the above hold harmless requirement.

4.12 Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the Director of Internal Revenue, Jacksonville, Florida.

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the Federal Government.

4.13 Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods, supplies and equipment which will be incorporated in the Work and the taxes that the Bidder would be required to pay if the Bidder were to purchase such goods, supplies or equipment. By subsequent Change Order(s), the parties shall reduce the Bid price to reflect any goods, supplies and equipment purchased directly by City and the resulting tax savings due to City's exemption from Excise Taxes.

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions.

Consistent with the tax exemption for municipalities provided by state law, CITY and CONTRACTOR shall jointly operate so that CITY may purchase directly, goods, supplies and equipment which will be incorporated into the Work. The goods, supplies and equipment that will be purchased by CITY shall be approved in advance by the parties.

With respect to all goods, supplies and equipment to be purchased by CITY, CONTRACTOR shall, on behalf of CITY, take all actions necessary and appropriate to cause all purchases to be made and shall be responsible for delivery of all such goods, supplies and equipment, including verification of correct quantities and documents or orders, coordination of purchases and delivery schedules, sequence of delivery, unloading, handling and storage through installation, obtaining warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods, supplies and equipment at the time of delivery, and other arrangements normally required for the particular goods, supplies or equipment purchased. Unless otherwise directed by CITY, such actions shall also include taking the lead in efforts to resolve any and all disputes with the vendor. CONTRACTOR shall ensure that each vendor of goods, supplies and equipment purchased by CITY agrees in writing to the terms and conditions contained in CITY'S standard purchase order, which terms and conditions are set forth in Section 00800 of the Contract Documents. Even though CITY may purchase such goods, supplies and equipment, the goods, supplies and equipment shall be stored at the site in the same manner as goods, supplies and equipment purchased by CONTRACTOR.

CONTRACTOR shall hold CITY harmless from delays in manufacturing, delivery, and other unforeseen conditions that may arise as part of the procurement of CITY-purchased goods, supplies and equipment.

4.14 Overtime Work:

The CONTRACTOR shall receive no additional compensation for overtime work, i.e. work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the OWNER'S REPRESENTATIVE in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the OWNER'S REPRESENTATIVE and the Change

Order specifically authorizes the use of overtime work and then only to such extent as overtime work of a similar nature in the same locality.

4.15 Inspections and Testing During Overtime:

All costs of inspection and testing performed during overtime work by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR, and a credit given to the CITY to deduct the costs of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.

4.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the OWNER'S REPRESENTATIVE, the CONTRACTOR shall not perform any work on Sundays or on legal State or Municipal holidays in accordance with City of Hollywood Code of Ordinances, Section 21.49, no work between 6:00 p.m. and 8:00 a.m. will be permitted, except in an emergency. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR.

4.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of Municipalities as are set forth in Section 765.28, Florida Statutes.

ARTICLE 5-- CONTRACT DOCUMENTS

5.1 Intent

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary, what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the work in total accordance with said Documents. It is the intent of the Drawings and Specifications to describe the Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Drawings or Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for.

5.2 Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Contract Agreement
2. Specifications
3. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Notice Inviting Bids
3. Instruction to Bidders

4. Proposal
5. General Conditions
6. Supplementary Conditions
7. Technical Specifications
8. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

5.3 Reference to Standards:

Any reference to standard Specifications, manuals or codes of any organization or governmental authority shall mean that the latest edition, in effect as of the Bid Advertisement Date.

ARTICLE 6 – PREPARATION OF PROPOSAL

Each bidder must sign his Proposal with his full name and give his address. In cases where a firm or corporation submits a Proposal, the Proposal shall be signed with the full name of each member of the firm name of the officer or officers of the corporation authorized in its bylaws, in addition to the firm or corporation signature, with official corporate seal affixed thereto and the address of such firm or corporation and of such officer thereof must be given. The CONTRACTOR is cautioned that in preparing his bid, a detailed statement should be prepared as a breakdown of the work, which will be required from the successful bidder to be used in preparing requisitions for payment. This form must be set up and prepared in such a manner as to meet with the approval of the OWNER'S REPRESENTATIVE.

ARTICLE 7 – POSTING OF BIDS

7.1 Notice of Intent

Notice of Intent to award or reject bids shall be posted at City Hall with recommendations reflecting the lowest responsible, responsive bidder meeting specifications, terms and conditions.

7.2 Posting

Recommendation and tabulation will be posted by 4:30 p.m. the next workday following the bid date outside the City Clerk's office. The City Hall located at 2600 Hollywood Boulevard, Hollywood, FL 33022.

7.3 Bid Tabulation

The bid tabulation with the recommendation will remain on display for no less than 72 hours. Failure to file a protest within the time prescribed in Section 38.51 of the City Code of Hollywood will forfeit any right to protest.

7.4 Protests

Protests must be made in accordance with Section 38.51 of the Hollywood City Code, which is reproduced herein. Failure to follow the requirements of the Code in making a protest shall bar the protest.

ARTICLE 8 – REJECTION OF IRREGULAR PROPOSALS

The City Commission reserves the right to waive non-material, technical informalities, irregularities, or defects in a Proposal, and to reject any and all bids, to re-bid the Project.

ARTICLE 9 – WITHDRAWAL OF PROPOSALS

No Proposal shall be withdrawn after it is filed unless the Bidder makes his request in writing to the City Manager of the City of Hollywood prior to the time set for opening of bids, and the request for withdrawal is approved by the City of Hollywood Commission. The Proposal may be withdrawn, without penalty, if the City of Hollywood fails to accept it within 60 days after the date fixed for opening bids.

ARTICLE 10 – DISQUALIFICATION OF BIDDERS

Only one Proposal from an individual, firm or partnership, joint venture, or corporation (including a subsidiary or affiliate) under the same or different names will be considered.

Should it appear to the Owner that any Bidder is interested in more than one Proposal for the work contemplated; all Proposals in which such Bidder is interested will be rejected.

Should there be any reasonable grounds for the Commission believing that a collusion or combination exists between bidders, all Proposals may be rejected, at the sole discretion of the City Commission, and all such Bidders, or participants in such combination or collusion will not be considered in the future Proposals for the same work.

No proposal or Bid will be considered unless accompanied by a Proposal guarantee or good faith deposit in the amount and on the form specified in the Invitation for Bids, and/or Advertisements for Bids. No other Bond Form or form of bid security will be acceptable. Failure to comply with this section shall cause a rejection of bids.

ARTICLE 11 – RETURN OF PROPOSAL GUARANTIES

The Proposal guaranties and good faith deposits will be returned within fifteen (15) days following the award of the Contract and that of the successful bidder upon the execution of the Contract.

ARTICLE 12 – EXAMINATION OF DOCUMENTS

The bidder is required to examine the site of the work, and to examine and become familiar with the form of the Proposal, plans, specifications and all other Contract Documents pertaining to the proposed work, and the submission of a bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. Requests for interpretation arising out of this Article must be presented in writing at least five (5) days before bid dates to the Project Manager.

ARTICLE 13 – BID BONDS, BONDS AND INSURANCE

13.1 Bid Guarantee:

Bidders may be required to submit a Bid Guarantee in an amount indicated in the NOTICE TO BIDDERS. The Bid Guarantee must be submitted with the Bid or the Bid will be rejected by the City. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank transacting business in Broward County, Florida, or a Bid Bond written by a Surety licensed to do business in the State of Florida and having a Resident Agent in the State of Florida.

The Surety must be listed in the United States Department of Treasury's Circular 750 and rated at least "A", Class X in the latest edition of "Best Key Rating Guide" published by A.M. Best & Company.

13.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bond, in an amount equal to the Contract Price as Security for the faithful performance and payment of the obligations. The Bond or Bonds shall remain in effect one year after the date of final payment or the City may require an additional Bond which shall be conditioned upon the Contractor following written notification by the City will correct any defective or faulty work or materials that appear within one year after final completion of the contract. The Surety must be qualified as specified above in Paragraph 13.1

13.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the Agent's authority to act with said copy having been signed (not typed nor printed) by an Officer of the Surety and carrying the seal of the Surety.

13.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from CONTRACTOR'S operations under the Contract, whether such operations by himself or by any Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Worker's Compensation, Employer's Liability, Disability Benefit and other similar employee benefits acts as required by the "Worker's Compensation Law" of the State of Florida;
- B. Claims for damages because of bodily injury, occupation, sickness or disease, or death of his employees;

- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person;
- E. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. If operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

13.5 Certificates of Insurance:

Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be cancelled or materially modified until at least 30 days prior written notice has been given to the CITY. The City of Hollywood must be named as additional insured on all coverage with the exception of Worker's Compensation, Employer's Liability, Disability Benefit and other similar employee benefit coverage. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. Any SubContractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as Additional Insured on the general liability and auto liability policies.

13.6 Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 1.03 of the Supplementary Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR'S obligations under this contract.

The level required in Section 1.3 of the Supplementary Conditions will not be reduced for any reason.

ARTICLE 14 – AVAILABILITY OF LAND; REFERENCE POINTS

14.1 Rights-of-Way:

Lands or Rights-of-Way for the work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way provided. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written Agreement has been executed, and a copy of said Agreement furnished to the OWNER'S REPRESENTATIVE prior to said use; and neither the CITY nor the OWNER'S REPRESENTATIVE shall be liable for any claims or damages resulting from the CONTRACTOR'S unauthorized trespass or use of any such properties.

14.2 Permits

When required by Section 1.6 of the Supplementary Conditions, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the OWNER'S REPRESENTATIVE that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

14.3 Lines and Grades:

The CONTRACTOR shall furnish all surveying services required to perform all work required under this Contract.

ARTICLE 15 – CONTRACTOR'S RESPONSIBILITIES

15.1 Laws/ Regulations to Be Observed:

The CONTRACTOR shall familiarize himself and comply with all Federal, State, County and CITY laws, by-laws, ordinances or regulations controlling the action or operation of those engaged or employed in the work or affecting material used, and governs himself in accordance with them. He shall indemnify and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees, agents, or Sub-Contractors.

In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The CONTRACTOR in making his bid agrees that the requirements of such codes and regulations will be as carefully adhered to by him as if they were specifically set forth in the specifications.

The CONTRACTOR warrants that the products and services supplied to the City of Hollywood shall conform in all respects to the standard set forth in the Occupational Safety and Health Act of 1970, as amended.

15.2 Responsibility for Claims, etc:

In consideration of \$25.00, and other valuable, separate and distinct consideration, the CONTRACTOR shall indemnify and save harmless the CITY and all of its officers, agents and employees and CONSULTANT from all suits, actions, or claims brought because of any injury or damages received or sustained by any person, persons, or property on account of the said CONTRACTORS operations to this Contract during or on account of or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in constructing the work, or because of any act or omission by the CONTRACTOR; or on account of, any operations connected with the construction of this Project (including the Warranty Period) or in consequence of any negligence excluding the sole negligence of the City or Consultant, in connection with same, because of any claims or amounts recovered from any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other laws, and the OWNER'S REPRESENTATIVE may regain monies due the CONTRACTOR and/or hold the Surety and/or the Insurance until such suits, actions or claims for damages or injuries shall have been settled and suitable written evidence to that effect furnished the OWNER'S REPRESENTATIVE. The CONTRACTOR, or his Surety, or his Insurer, shall reimburse the CITY in enforcing the provisions of this Paragraph. These indemnifications shall survive the term of this Contract.

15.3 Guarantee of Payments:

The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, labor and other just claims against him, or any Sub-Contractor in connection with this Contract, and his bond will not be released by final acceptance and payment by the CITY unless all such claims are paid or released.

15.4 Surveys, Permits and Licenses:

The CONTRACTOR shall obtain all required permits and licenses as specified in Section 1.6 of the Supplementary Conditions and by Chapter 3 of the South Florida Building Code. Such permits and licenses, along with any corresponding general and specification conditions and requirements, shall become a part of the contract documents. The CONTRACTOR shall comply with all of the conditions and requirements of said permits and licenses.

Payment for all required permit and license fees shall be in accordance with Section 1.6 of the Supplementary Conditions. The CONTRACTOR shall be responsible for paying any and all fees, penalties, and fines imposed as a result of the CONTRACTOR'S failure to obtain such permits and licenses prior to the commencement of the work.

15.5 Emergencies:

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER'S REPRESENTATIVE or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

15.6 Measurements To Be Verified:

Before ordering any material or doing any work, the CONTRACTOR shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; any difference which may be found, shall be submitted to the Consultant for consideration before proceeding with the work.

15.7 Grouping of Data in Specifications:

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as a correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Owner for omission or duplications by the CONTRACTOR or his Sub-Contractors, due to real or alleged error in arrangement of matter in these Contract Documents.

15.8 Substitutes or "Or Equal":

A. Substitutes or "Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment or other Suppliers may be accepted by the OWNER'S REPRESENTATIVE if sufficient information submitted by the CONTRACTOR to allow the OWNER'S REPRESENTATIVE to determine that the material or equipment proposed is equivalent or equal to that named. The OWNER'S REPRESENTATIVE will be allowed a reasonable time within which to evaluate each proposed substitute. The OWNER'S REPRESENTATIVE will be the sole judge of acceptability, and NO

SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE OWNER'S REPRESENTATIVE PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the OWNER'S REPRESENTATIVE from anyone other than the CONTRACTOR. The procedure for review by the OWNER'S REPRESENTATIVE is as follows:

If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the OWNER'S REPRESENTATIVE for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. In addition, the application shall:

1. State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR'S achievement of completion on time.
2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute.
3. State whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.
4. Provide complete substitute identification and description, including manufacturer's and local distributor's name and address, performance and test data, and reference standards.
5. Provide samples, as required by OWNER'S REPRESENTATIVE.
6. Provide name and address of similar projects on which the proposed substitute has been used, and date of installation.
7. Identify all variations of the proposed substitute from that specified.
8. Indicate available maintenance, repair and replacement service.
9. Submit an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change.
10. Provide any additional data about the proposed substitute as the OWNER'S REPRESENTATIVE may require of the CONTRACTOR.

B. Substitute means, method, technique, sequence or procedure of construction:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the, OWNER'S REPRESENTATIVE, if the CONTRACTOR submits sufficient information to allow the OWNER'S REPRESENTATIVE to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the OWNER'S REPRESENTATIVE will be similar to that provided in Paragraph 15.8 A.

C. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR'S expense, a special performance guarantee or other surety with respect to any substitute.

- D. The OWNER'S REPRESENTATIVE will record time required by himself or herself in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the OWNER'S REPRESENTATIVE accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE OWNER'S REPRESENTATIVE AND THE OWNER'S REPRESENTATIVE'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

15.9 Shop Drawings:

Shop Drawing submittals shall be as follows:

- A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the OWNER'S REPRESENTATIVE to retain three copies. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components as listed in Section 1.5 of the Supplementary Conditions. CONTRACTOR shall also provide for all items so noted in Section 1.5 of the Supplementary Conditions, a Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications.
- C. When required by Section 1.5 of the Supplementary Conditions, Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered OWNER'S REPRESENTATIVE of the discipline involved.
- D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.
- E. No approval will be given to partial submittals of Shop Drawings for items, which interconnect and/or are interdependent. It is the CONTRACTOR'S responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the OWNER'S REPRESENTATIVE along with his comments as to compliance, non-compliance, or features requiring special attention.
- F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.
- G. The CONTRACTOR shall keep one set of Shop Drawings marked with the OWNER'S REPRESENTATIVE'S approval at the job site at all times.
- H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the OWNER'S REPRESENTATIVE.
- I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

15.10 Personnel:

A. Supervision and Superintendence:

1. The CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
2. The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent fluent in both oral and written communication in the English language, who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE except under extraordinary circumstances. The Superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

B. Workforce:

1. None but skilled workers shall be employed by CONTRACTOR on work requiring special qualifications. When required in writing by the OWNER'S REPRESENTATIVE the CONTRACTOR or any Sub CONTRACTOR shall discharge any person who is, in the opinion of the OWNER'S REPRESENTATIVE, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the OWNER'S REPRESENTATIVE. The Workers are not employed, directly or indirectly, by the City and are not entitled to any benefit, privilege or incident of municipal employment. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents and such discharge is covered by Section 15.2 herein.
2. To the extent allowed by law, with respect to all skilled, semi-skilled and unskilled workers employed on the Project under this Contract, preference in employment shall be given to persons residing in Hollywood when such persons are available and qualified to perform the work to which the employment relates. No person shall be employed in violation of the State or National labor Laws. No person under the age of 16 years shall be employed on a Project under the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract; provided that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform.
3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Sub-Contractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

15.11 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Sub-Contractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970", as amended from time to time.

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and Services not designated for removal, relocating or replacement in the course of construction.

C. Designated Safety Officer:

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

D. Protection of the Work:

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

CONTRACTOR shall take every reasonable precaution to secure and safeguard materials, equipment, supplies and other items used in prosecution of the work including, without limitation, using barriers, locks, storage sheds, and similar measures.

E. Prevailing Wage Rate Ordinance: If the Contract is in excess of \$500,000.00 the following sections shall apply.

1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision is attached hereto as Exhibit F).
2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.

3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Owners Representative shall submit the question, together with its recommendation, to the County Administrator for final determination.
4. In the event it is found by the Owners Representative that any laborer or mechanic or apprentice employed by CONTRACTOR, or any subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required, the Owners Representative may (1) by written notice to contractor terminate its right to proceed with the Work or such part of the Work for which there has been a failure to pay said required wages; and (2) prosecute the Work or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to county for any excess costs occasioned to county thereby.
5. Sections 23.4.1 through 23.4.4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the rules and requirements of the City; or (2) a Subcontract also subject to the rules and requirements of the City under such prime Contract.
6. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such records for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" attesting to compliance.
8. The Owners Representative may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by CONTRACTOR or any Subcontractor on the Work, the full amount of wages required by the Contract.
9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the Owners Representative may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

F Occupational Health and Safety

1. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03, Florida Administrative Code, delivered as a result of this Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
 - 1.1 The chemical name and the common name of the toxic substance, including:
 - 1.2 The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosion, and reaction;

- (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- 1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - 1.4 The emergency procedure for spills, fire, disposal, and first aid.
 - 1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - 1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

G. Hurricane Precautions

- 1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no costs to the City, shall take all precautions necessary to secure the project site in response to all threatened storm events, regardless of whether the City or CONSULTANT has given notice of same.
- 2. Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

15.12 Traffic Control, Public Safety and Convenience:

- A. The maintenance of traffic for the project shall be in accordance with the Manual on Uniform Traffic Control Devices (U.S Department of Transportation FHWA).
- B. The CONTRACTOR shall, at all times, conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.
- C. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT 921-3610 AT LEAST 24 HOURS IN ADVANCE.
- D. Streets shall not be closed, except when and where directed by the OWNER'S REPRESENTATIVE , and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.
- E. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the OWNER'S REPRESENTATIVE. Type I,

II, III or Drum Barricades used for delineation at night shall be equipped with steady burn lights. High Intensity flashing arrow boards shall be used if required by the OWNER'S REPRESENTATIVE.

- F. All signs intended to be used during the hours of darkness shall be either reflectorized with a material that has a smooth, sealed outer surface, or illuminated to show approximately the same shape and color day and night. All pavement markings which are to be in place during night hours shall have temporary reflective pavement markers placed in accordance with the MUTCD. Any conflicting reflective pavement markers shall be removed.
- G. During working hours the CONTRACTOR shall furnish flagmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the OWNER'S REPRESENTATIVE shutting down the work until the CONTRACTOR shall have provided the necessary protection.
- H. No separate payment will be made for such signs, barricades, lights, flags, flagmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.
- I. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten feet of any such hydrant.
- J. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

15.13 Use of Explosives:

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe the utmost care so as not to endanger life or property, and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of a competent watchman at all times. The CONTRACTOR must familiarize himself with all laws and ordinances pertaining thereto, and govern himself and his employees accordingly.

15.14 Loading of Structures:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

15.15 Concerning Sub-Contractors:

- A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Sub-Contractor shall be properly licensed for the type of work he is to perform.
- B. A copy of each Sub-Contract shall be filed promptly with the OWNER'S REPRESENTATIVE upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for cancellation or annulment of same by the CONTRACTOR upon written order of the OWNER'S REPRESENTATIVE if the Sub-Contractor fails to comply with the requirements of this Contract.

- C. The CONTRACTOR shall be responsible to the CITY and OWNER'S REPRESENTATIVE for the acts and omissions of his Sub- CONTRACTORS and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Sub-Contractor and the CITY or OWNER'S REPRESENTATIVE nor relieves the CONTRACTOR of any liability or obligation under this Contract.

15.16 Materials and Equipment:

A. Material for the Work:

1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
2. Unless otherwise specified, shown or permitted by the OWNER'S REPRESENTATIVE, all material and equipment incorporated in the work shall be new and of current manufacture. The OWNER'S REPRESENTATIVE may request the CONTRACTOR to furnish manufacturer's certificates to this effect.
3. The OWNER'S REPRESENTATIVE may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the OWNER'S REPRESENTATIVE may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the OWNER'S REPRESENTATIVE that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.
4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.
5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.
6. All equipment, tools and machinery used for handling material or executing any part of the work shall be subject to the approval of the OWNER'S REPRESENTATIVE and shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.
7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

1. All materials and equipment including that ordered by the CITY designed for permanent installation in the work shall be properly stored by the CONTRACTOR to insure protection against deterioration of any type. These materials shall be placed as

to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

2. Materials stored in public Rights-of-Way, shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 15.12. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.
3. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or Lessee of that private property. Should the CONTRACTOR desire to store equipment or materials of any kind on the property of the CITY, he must obtain permission from the OWNER'S REPRESENTATIVE. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.
4. The protection of stored materials shall be the CONTRACTOR'S responsibility and the City of Hollywood shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials.

C. Salvage of Materials and Equipment:

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right- of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the OWNER'S REPRESENTATIVE. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR'S expense.

15.17 Temporary Services:

The CONTRACTOR shall provide and maintain at his own expense, all water, power, telephone and sanitary facilities as required to comply with State and/or local Codes and Regulations. If water, including that for testing is required, it is the CONTRACTOR'S responsibility to arrange through the CITY Water Department for a 2" water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

15.18 Review of Records:

The CONTRACTOR shall allow and permit the OWNER'S REPRESENTATIVE or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and other relevant data and records pertinent to the CONTRACT and Sub-Contracts.

15.19 Use of Premises:

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

15.20 CONTRACTOR Liable and Responsible to the Owner:

The CONTRACTOR shall be held liable by the OWNER for the performance of all the work provided for under this CONTRACT. These specifications make no attempt to fix the scope of the work of any sub-Contractor or the responsibilities of any such Sub-Contractor, it being understood that the CONTRACTOR shall fix the scope of work and responsibilities of the Sub-Contractor.

Any disputes which may arise in this connection between the CONTRACTOR and any Sub-Contractor must be settled between the parties concerned and the OWNER will not undertake, nor be in any way responsible for, the settlement of such disputes.

No Sub-Contractor shall under condition, relieve the CONTRACTOR of his liabilities and obligations to the OWNER under his CONTRACT and the CONTRACTOR shall be solely responsible to the OWNER as provided for herein.

15.21 CONTRACTOR's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Sub-Contractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the OWNER'S REPRESENTATIVE, and shall be submitted to the OWNER'S REPRESENTATIVE at the conclusion of each work day.

15.22 Record Documents:

The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to OWNER'S REPRESENTATIVE for examination and shall be delivered to OWNER'S REPRESENTATIVE upon completion of the work.

15.23 Cleanliness of the Site:

During the progress of the work, The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

15.24 Dust Control:

It shall be the CONTRACTOR'S responsibility to control dust by watering as directed by the OWNER'S REPRESENTATIVE. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the OWNER'S REPRESENTATIVE, the CITY will control the dust by whatever means the CITY desires and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

15.25 Continuing the Work:

The CONTRACTOR shall carry on the work and maintain the Progress Schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

15.26 Indemnification:

The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Florida Statutes 768.28, as amended from time to time.

ARTICLE 16 - CITY'S RESPONSIBILITIES

16.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the OWNER'S REPRESENTATIVE.

16.2 Furnish Contract Documents:

The CITY shall furnish an appropriate number of Contract Documents to the CONTRACTOR at no cost. Referenced Standard Specifications will not be provided, however, the procurement address and cost, if any, will be stated in the Supplementary Conditions.

16.3 Furnish Right-of-Way:

The CITY shall furnish the necessary land or Right-of-Way on which the work is to be accomplished, and will provide lines and grades as specified in Article 6.

16.4 Timely Delivery of Materials:

The CITY shall be responsible for the timely delivery of any CITY furnished material, equipment or labor such that the CONTRACTOR shall not incur damage solely due to delayed delivery.

16.5 Tests and Inspections:

The CITY'S responsibility with respect to inspections, tests and approvals is set forth in Article 12.

16.6 Payments to CONTRACTOR:

The CITY'S responsibility with respect to making prompt payments to the CONTRACTOR is set forth in Article 13.

16.7 Right to Stop or Suspend Work:

The CITY'S right to stop or suspend work is set forth in Articles 9, 12 and 15 and the City's Right to Terminate Services of the CONTRACTOR is set forth in Article 15.

ARTICLE 17 - CHANGES IN THE WORK/CONTRACT PRICE

17.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price or Time except as provided in Article 15.5.

17.2 Change Order:

The Contract Price and/or Time may only be changed by a Change Order. All requests for change orders must comply with Section 38.47 of the City Code. A copy of which is attached as Exhibit ___ hereto. A FULLY EXECUTED CHANGE ORDER FOR ANY EXTRA WORK MUST EXIST BEFORE SUCH EXTRA WORK IS BEGUN. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 30 days after such occurrence (unless more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 17.2. The CITY shall execute appropriate Change Orders prepared by the OWNER'S REPRESENTATIVE or CONTRACTOR covering changes in the work which are required by the CITY, or required because of unforeseen physical conditions or emergencies, or because of uncovering work found to be defective, or where the quantity of the work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract Documents, or because of any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by the OWNER'S REPRESENTATIVE.

17.3 Notice of Change:

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the CITY.

17.4 Payment for Extra Work:

All extra work ordered and performed in accordance with the foregoing, for which there is no price included in the Proposal, will be paid for at the price (mutually agreed upon, in writing, by the CONTRACTOR and the OWNER'S REPRESENTATIVE to be equitable compensation for the work contemplated) stipulated in the OWNER'S REPRESENTATIVE'S written order for such work subject to the requirements of this Contract and applicable laws. However, in the event the CONTRACTOR and the OWNER'S REPRESENTATIVE fail to agree upon an equitable price for any extra work ordered, it shall be performed by using such tools, labor, equipment and materials as may be specified by the OWNER'S REPRESENTATIVE, and will be paid for in the following manner:

- A. For all labor, including a foreman in direct charge of the specified operations, the CONTRACTOR shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to a maximum of 15% of such sum and a total thereof shall be full compensation to the CONTRACTOR for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the CONTRACTOR shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workmen's Compensation Insurance and CONTRACTOR'S Public Liability and Property Insurance involved in such extra work, based on actual wages paid to such labor.
- B. For all materials used, the CONTRACTOR shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added, an amount equal to a maximum of 10% thereof.
- C. For any special machinery or special equipment, including fuel and lubricants therefor, required for the economical performance of extra work, the OWNER'S REPRESENTATIVE shall allow

the CONTRACTOR a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the work. Rental time will not be allowed while equipment is inoperative due to breakdowns and shall be restricted to the actual time that the equipment is in productive operation on the extra work being performed.

17.5 Records:

The CONTRACTOR'S representative and the OWNER'S REPRESENTATIVE shall compare records of extra work done at the end of the day. Such records shall be made in duplicate upon a form provided for such purpose by the OWNER'S REPRESENTATIVE and shall be signed by both the Inspector and the CONTRACTOR'S representative, one copy being submitted to the OWNER'S REPRESENTATIVE and the other being retained by the CONTRACTOR.

17.6 Cancelled Items and Payments:

The CITY COMMISSION shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein. Such cancellation shall entitle the CONTRACTOR to payment in a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the work, prior to the date of such cancellation or suspension shall be purchased from the CONTRACTOR by the CITY at actual cost and shall, thereupon, become the property of the CITY.

17.7 Full Payment:

The Compensation herein provided shall be received and accepted by the CONTRACTOR as payment in full for all extra work done or costs incurred in event of cancellation.

ARTICLE 18 - CHANGES IN THE CONTRACT TIME

18.1 Change Order:

The Contract Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER MUST EXIST PRIOR TO EXTENSION OR SHORTENING OF THE CONTRACT TIME.

18.2 Notice:

Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. CONTRACTOR hereby agrees to waive rights to recover any lost time or incurred costs from delays unless CONTRACTOR has given the notice and the supporting data required by this Paragraph 18.2.

18.3 Basis for Extension:

Extensions of time shall be considered only for excusable delays and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work,

unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 19.3 or Article 26.1, and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used. Extensions of time via CONTRACTOR are final and CONTRACTOR may not come back at a later date and time and make any claim associated with the time extension.

18.4 Change of Time Due to Contract Execution Problems:

Refer to Article 3.4 for a decrease in Contract Time when the CONTRACTOR fails to return the correctly executed Contract Documents within the time allowed.

18.5 Change of Time Due to Substitution or Change Order Evaluation:

In rendering a substitution decision and when evaluating a proposed Change Order, the OWNER'S REPRESENTATIVE shall have access to any available float or contingency time. Extensions will only be considered in accordance with Article 18.3.

18.6 Change of Time and Inspection and Testing:

Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of time extension.

18.7 Change of Time and Defective Work:

- A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.
- B. If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.
- C. If the WORK is suspended because of reasonable belief that it is defective and subsequent investigations and tests by the CITY find that the WORK is not defective or absolve the CONTRACTOR of the responsibility for the non-compliance, CONTRACTOR shall be allowed:
 - 1. An increase in Contract Price to recover the additional costs directly attributable to any uncovering, exposure, testing, inspection and reconstruction.
 - 2. An increase in Contract Time, but no increase in Contract Price as a result of the suspension of work. The only remedy for delay due to a suspension because of reasonable doubt that the work meets specifications will be a time extension pursuant to Article 11.3.

18.8 Liquidated and Consequential Damages:

All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this Article 18 shall not exclude recovery for damages as indicated in Section 1.09 of the Supplementary Conditions.

ARTICLE 19 - WARRANTY AND GUARANTEE;
TEST AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

19.1 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY and the OWNER'S REPRESENTATIVE that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

19.2 Tests and Inspections:

- A. The CONTRACTOR shall give the OWNER'S REPRESENTATIVE and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.
- B. When the Contract Documents, City Ordinances or Regulations, or the Florida Building Code, or the OWNER'S REPRESENTATIVE require any work, (or part thereof) to be specifically inspected, tested or approved, the CITY shall assume full responsibility for and pay all costs in connection with such inspections or tests EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.
- C. When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.
- D. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER'S REPRESENTATIVE'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the work.
- E. Neither observations by the ENGINEER OWNER'S REPRESENTATIVE nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

19.3 Uncovering Work:

- A. If any work that is to be inspected, tested or approved is covered without written concurrence of the OWNER'S REPRESENTATIVE, it must, if requested, by the OWNER'S REPRESENTATIVE, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR'S expense.
- B. If the OWNER'S REPRESENTATIVE considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such work is not found to be defective the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore in accordance with Article 10.2 and Article 11.2.

19.4 City May Stop the Work:

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the CITY may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

19.5 Correction or Removal of Defective Work:

If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the OWNER'S REPRESENTATIVE either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective work.

19.6 One Year Correction Period:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective work, or if it has been rejected by the OWNER'S REPRESENTATIVE remove it from the site and replace it with non-defective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER'S REPRESENTATIVE may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

19.7 Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective work, the OWNER'S REPRESENTATIVE prefers to accept it, he may do so. In such case, if acceptance occurs prior to the OWNER'S REPRESENTATIVE'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the CONTRACTOR to the CITY.

19.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the OWNER'S REPRESENTATIVE to proceed to correct and to correct defective work or to remove and replace rejected work as required by the OWNER'S REPRESENTATIVE in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR'S services related thereto, take possession of the CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY'S representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the OWNER'S REPRESENTATIVE, and a Change Order shall be issued incorporating the necessary revisions in the

Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY'S rights hereunder.

ARTICLE 20 - PAYMENTS TO THE CONTRACTOR

20.1 Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values which have been incorporated in the work acceptable to the OWNER'S REPRESENTATIVE.

20.2 Unit Price Inclusion:

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties, removing crossings or other obstructions, protection or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges, furnishing all supplemental construction stakes, batter boards, templates, common and ordinary labor for handling materials during inspection replacing any property damage, together with any and all costs or expenses for performing and completing the work as specified.

20.3 Schedule of Values:

If a Schedule of Values is required by Section 1.12 of the Supplementary Conditions, it shall be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 15 of the Instructions to Bidders. The schedules shall be satisfactory in form and substance to the OWNER'S REPRESENTATIVE, and shall include quantity and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into a form of Application for Payment acceptable to the OWNER'S REPRESENTATIVE.

20.4 Changed Conditions:

It is mutually agreed that due to latent field conditions which cannot be foreseen at the time of advertising for bids, adjustments of the Plans to field conditions will be necessary during construction; and, therefore, such changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

20.5 Application for Progress Payment:

Prior to 4:30 p.m. on the first working day of the month the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review an Application for Payment form filled out and signed by the CONTRACTOR. The form shall be notarized, and shall cover the work completed as of the date of the application. The Application for Payment shall be accompanied by a "Page 2" laying out the Schedule of Values, and any other supporting documentation as the OWNER'S REPRESENTATIVE may reasonably require.

20.6 Payment for Materials:

If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to The OWNER'S REPRESENTATIVE, as will establish the CITY'S title to the material and equipment and protect the CITY'S interest therein, including applicable insurance.

20.7 Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 10%.

20.8 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

20.9 Review of Application for Payment:

The OWNER'S REPRESENTATIVE will promptly review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the OWNER'S REPRESENTATIVE may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the OWNER'S REPRESENTATIVE'S opinion to protect the CITY from loss because:

- A. The work is defective, or completed work has been damaged requiring correction or replacement.
- B. Written claims have been made against the CITY or Liens have been filed in connection with the work.
- C. The Contract Price has been reduced because of Change Order.
- D. The CITY has been required to correct defective work or complete the work in accordance with Section 19.8 of the General Conditions.
- E. The CONTRACTOR'S unsatisfactory prosecution of the work in accordance with the Contract Documents.
- F. The CONTRACTOR'S failure to make payment to Sub-CONTRACTORS, or for labor, materials or equipment.

20.10 Payment to the CONTRACTOR:

Payments are made only on the fifteenth day or first workday thereafter of each month. The City shall pay undisputed sums no later than the time provided by the Prompt Payment Act, Section 218.70, et. Seq., Florida Statutes.

ARTICLE 21 – AS BUILT DRAWINGS AND SURVEY

A marked up set of prints will be kept up to date by the Contractor on the job site at all times. All trades to record any and all variances to the plans as the work progresses. This record will be given to the consultant and/or Owner's Representative at the completion of the work, and properly labeled "As-Built Drawings".

In addition to the "As-Built Drawings", the CONTRACTOR will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey which shall clearly represent all work done under this contract.

This site survey shall show all fences, walls, walks, building(s) and appurtenances, fire hydrant(s), manholes, catch basins, meters, valve boxes, asphalt playing area, parking, drives, curbs, football goal posts, basketball back boards, tennis courts, ball fields, trees and shrubs. Based on the mean sea level datum, elevations to the 0.01 foot will be shown in sufficient number of points to clearly indicate the scope of parking, sidewalks, floor and other improved areas. A benchmark will be set at the base of the flag pole or other area as designated by the Owner's Representative. The grate and invert elevation will be shown for all manholes and catch basins. Elevations to 0.1 foot will be indicated at all changes in ground level, such as ditches, and at intervals not exceeding 100 feet including all adjacent rights-of-way. Replace all permanent corner markers which have been removed. An existing survey shall be furnished to the CONTRACTOR by the Owner. At the completion of the work, the general CONTRACTOR shall furnish six (6) certified prints and a sepia on 3 Mil Mylars of the survey to the Consultant and/or Owner's Representative.

This is a critical item and final payment will be withheld from the CONTRACTOR until "As-Built Drawings" and survey are furnished to the OWNER'S REPRESENTATIVE.

ARTICLE 22 – TEMPORARY SANITARY SEWERS

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and the local health department. No nuisance will be permitted. Upon completion of work, such facilities shall be removed and the premises left in a sanitary condition. Reference should be made to supplementary conditions, Paragraph 1.07 of the Contract.

ARTICLE 23 – OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by the Consultant are the property of the City. All documents shall remain the property of the City and be turned over to the City ...

ARTICLE 24 – REGISTRATION AND CERTIFICATION

In accordance with Chapter 489, of the Florida Statutes, any bid submitted for construction, improvement, remodeling or repair of public buildings shall be accompanied by evidence that the bidder holds an appropriate certificate or registration issued by the Florida Construction Industry Licensing Board.

- A. Bidders are required to include their registration number and certificate number in the designated place on page 3 of the Proposal form.
- B. Bidders who do not have a certification from the Florida Construction Industry Licensing Board shall include on the Proposal form their Broward County certification number.
- C. The definitions below are from Chapter 489 of the Florida Statutes for the bidders information:

CERTIFICATE – Means a certificate of competency issued by the department as provided in this act.

CERTIFIED CONTRACTOR – Means any CONTRACTOR who possesses a certificate of competency issued by the department and who may contract in any jurisdiction in the state without being required to fulfill competency requirements of that jurisdiction.

REGISTRATION – Means registration with the department as provided in this act.

REGISTRATION CONTRACTOR – Means any CONTRACTOR who has registered with the department pursuant to fulfilling the competency requirements in the jurisdiction for which the registration is issued. Registered CONTRACTOR may contract only in these areas.

CERTIFICATION – Means the act of obtaining or holding a certificate of competency from the department as provided in this act.

**ARTICLE 25 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION,
FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE**

25.1 Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire work is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the OWNER'S REPRESENTATIVE shall make an inspection of the work to determine the status of completion. If the OWNER'S REPRESENTATIVE does not consider the work substantially complete, the OWNER'S REPRESENTATIVE will notify the CONTRACTOR in writing giving his reasons thereof. If the OWNER'S REPRESENTATIVE considers the work substantially complete, the OWNER'S REPRESENTATIVE will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a Punch List of items to be completed or corrected before final payment. At the time of delivery of the Certificate of Substantial Completion the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, Services and insurance, said responsibilities will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the CONTRACTOR from the work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

25.2 Partial Utilization:

Use by the CITY of any finished part of the work which has specifically been identified in the Contract Documents or which the OWNER'S REPRESENTATIVE and the CONTRACTOR agree constitutes a separately functioning and usable part of the work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:

- A. The OWNER'S REPRESENTATIVE at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the OWNER'S REPRESENTATIVE believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the OWNER'S REPRESENTATIVE that said part of the work is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the OWNER'S REPRESENTATIVE in writing that the CONTRACTOR

considers any such part of the work ready for its intended use and substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the OWNER'S REPRESENTATIVE shall make an inspection of that part of the work to determine its status of completion. If the OWNER'S REPRESENTATIVE does not consider that part of the work to be substantially complete, the OWNER'S REPRESENTATIVE will notify the CONTRACTOR in writing giving the reasons therefor. If the OWNER'S REPRESENTATIVE considers that part of the work to be substantially complete, the provisions of Article 14.1 will apply with respect to Certificate of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.

25.3 Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

25.4 Final Inspection:

Upon written notice from the CONTRACTOR that the entire work or an agreed portion thereof is complete and final clean-up has been completed, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

25.5 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 15.22 of the General Conditions and other documents; all as required by the Contract Documents and after the OWNER'S REPRESENTATIVE has indicated that the work is acceptable (subject to the provisions of Article 25.9) the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the CITY or the CITY'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Sub-Contractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

25.6 Final Payment and Acceptance:

If on the basis of the OWNER'S REPRESENTATIVE'S observation of the work during construction and final inspection, and the OWNER'S REPRESENTATIVE'S review of the final Application for Payment

and accompanying documentation, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the work has been completed and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the OWNER'S REPRESENTATIVE will recommend payment. Thereupon the OWNER'S REPRESENTATIVE will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

25.7 Payment of Retainage without Final Completion:

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the OWNER'S REPRESENTATIVE so confirms, the CITY shall, upon receipt of the CONTRACTOR'S final Application for Payment and recommendation of the OWNER'S REPRESENTATIVE, and without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted. If the remaining balance to be held by the CITY for work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in Article 13.2, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

25.8 CONTRACTOR's Continuing Obligation:

The CONTRACTOR'S obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the OWNER'S REPRESENTATIVE, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by the CITY nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the OWNER'S REPRESENTATIVE pursuant to Article 25.6, nor any correction of defective work by the CITY will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR'S obligation to perform the work in accordance with the Contract Documents (except as provided in Article 25.9).

25.9 Waiver of Claims:

The making and acceptance of final payment will constitute:

- A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Article 25.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by the CITY of any rights in respect of the CONTRACTOR'S continuing obligations under the Contract Documents.
- B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

ARTICLE 26 - SUSPENSION OF WORK AND TERMINATION

26.1 City May Suspend Work:

The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR which will fix the date on which work will be resumed. The CONTRACTOR shall resume the work on the date so fixed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

26.2 City May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
3. If the CONTRACTOR makes a general assignment for the benefit of creditors.
4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR'S creditors.
5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).
7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
8. If the CONTRACTOR disregards the authority of the OWNER'S REPRESENTATIVE.
9. If the CONTRACTOR otherwise violates in any material or substantial way any provisions of the Contract Documents or the exhibits thereto.

B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of OWNER'S Representatives, consultant, architects, engineers, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR, or CONTRACTOR'S Surety, shall pay the difference to the CITY.

- C. Where the CONTRACTOR'S services have been so terminated by the CITY, the CITY alone shall determine the scope and description of the work to be completed and the method and schedule for completing it.
- D. Where the CONTRACTOR'S services have been so terminated by the CITY the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.
- E. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause, for convenience, and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of OWNER'S REPRESENTATIVE, architects, attorneys and other professionals and court and arbitration costs).

26.3 CONTRACTOR May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than 90 days by the CITY or under an order of court or other public authority, or the CITY fails for 60 days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations under Paragraph 15.25 to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

26.4 Definition:

For purpose of Article 26, CITY means the City Manager or his designee.

