



**CITY OF HOLLYWOOD
DEPARTMENT OF DEVELOPMENT SERVICES
ARCHITECTURE AND URBAN DESIGN DIVISION**

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

A1A Landscape Improvements in Center Medians

The project is to prepare, provide, and install landscaping within center landscape medians along A1A in Hollywood, Florida beginning in or around Bougainvillea Terrace at the south and ending in or around Harrison to the north.

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ARCHITECTURE AND URBAN DESIGN DIVISION**

2600 Hollywood Blvd.
Hollywood, Florida 33022
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CONTRACT

THIS AGREEMENT, made and entered into, this _____ day of _____, AD, 2017 by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called "CITY"), AND **VisualScape Inc.**

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

WITNESSETH: The parties hereto, for the considerations hereinafter 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 attached Contract Documents, for the construction of:

A1A Landscape Improvements in Center Medians

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 Unit Price 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 (obtained by the application of such Unit Prices to the quantities shown in the Proposal) being the sum of:

Sixty-five thousand and 00/100

Dollars: \$65,000.00

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

- a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by

the CITY until all work has been performed strictly in accordance with the 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 CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence the work to be performed under this Contract within five (5) calendar days after the date of written Notice to Proceed, and shall fully complete the Contract in accordance with the Contract Documents no later than the completion date set out 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 with the Time Stipulated, as may have been modified solely in accordance with the provisions of Article 11 of 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 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 Performance Bond hereto attached for its faithful performance, the CITY shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bond ceases 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 to do so, 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 a manner and form approved by the CITY Attorney.

Article 6. Contract Documents: All 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 | 6. | Performance Bond |
| 2. | Instruction to Bidders | 7. | Payment Bond |
| 3. | Proposal | 8. | Specifications |
| 4. | NOT USED | 9. | Addenda |
| 5. | Contract | 10. | Plans |
| | | 11. | Exhibits A and B |

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in two (2) counterparts, each of, which shall, without proof of accounting for the other counterparts, be deemed an original contract.

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:

“RESOLVED, that _____, as _____
President of the corporation, be and he is hereby authorized to execute the
contract dated _____, 20_____, between the CITY
OF HOLLYWOOD, a municipal corporation, and the 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

PAYMENT AND PERFORMANCE BOND

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.



**CITY OF HOLLYWOOD
DEPARTMENT OF DEVELOPMENT SERVICES
ARCHITECTURE AND URBAN DESIGN 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, 33020, 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

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 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

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 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 DEVELOPMENT SERVICES
ARCHITECTURE AND URBAN DESIGN 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 _____, 20__.

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: _____
INTERIM DIRECTOR OF FINANCIAL SERVICES



**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 _____, as Principal,
and _____, 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, for:

Contract Number _____ located at _____
(Address location of the job)

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

* Note: The principal business address, phone number of the Contractor and Surety are listed on the signature pages of this form.

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 Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Contract, Performance Bond, 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 its officials and employees 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 its officials and employees any difference between the sum that the City of Hollywood its officials and employees may be obliged to pay for the completion of said work, by Contract or otherwise, and any damages, whether direct, indirect, or consequential, which the City of Hollywood its officials and employees 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 its officials and employees 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 thereunder 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, any action under this bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in section 255.05, Florida Statutes.

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.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signature of Individual

Printed Name of Individual

Address of Individual

Phone Number

Performance Bond _____

Signed, sealed and delivered in the presence of:

Witness

Printed Name of Witness

Address

Phone Number

Witness

Printed Name of Witness

Address

Phone Number

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

Name of Firm

Performance Bond _____

Signature of Individual

Printed Name of Individual

Address of Individual

Phone Number

Signed, sealed and delivered in the presence of:

Witness

Witness

Printed Name of Witness

Printed Name of Witness

Address

Address

Phone Number

Phone Number

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Name of Partnership

Performance Bond _____

BY: _____
Partner (SEAL)

Printed Name of Partner

Address of Partner

Phone Number

Signed, sealed and delivered in the presence of:

Witness

Witness

Printed Name of Witness

Printed Name of Witness

Address

Address

Phone Number

Phone Number

WHEN THE PRINCIPAL IS A CORPORATION:
attest:

Secretary

Performance Bond _____

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

Phone Number



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PERFORMANCE 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 _____, 20____

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: _____
INTERIM DIRECTOR OF FINANCIAL SERVICES