

CITY OF HOLLYWOOD
DEPARTMENT OF DEVELOPMENT SERVICES
ARCHITECTURE & URBAN DESIGN DIVISION

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

CONTRACT

THIS AGREEMENT, made and entered into, this _____ day of _____, AD, 2016 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

West Construction, 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:

HENRY GRAHAM PARK – IMPROVEMENTS

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:

Two hundred sixty-four thousand one hundred seventy-nine and 00/100 Dollars
\$264,179.00

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 ten (10) 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. | Bid Bond | 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.

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____(SEAL)
Peter Bober, Mayor

ATTEST:

City Clerk

XX

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

_____(SEAL)
(Signature of Individual)

(Witness)

(Signature of Individual)

XX

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)

_____(SEAL)
(Signature of Individual)

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, Sealed and delivered in the presence of:

(Witness)

(Name of Firm) a Partnership

(Witness)

BY: _____
Partner

XX

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

(Correct Name of Corporation)

By: _____ (SEAL)
President

XX

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

APPROVED AS TO FINANCE:

BY: _____
Jeffrey P. Sheffel
City Attorney

BY: _____
George Keller
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:

“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