

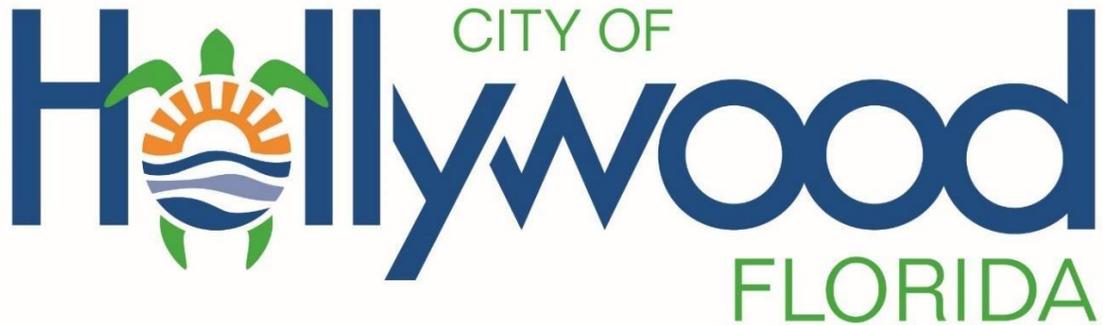
**CITY OF HOLLYWOOD**  
**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR**  
**RECLAIM TRANSFER PUMP REPLACEMENT**

March 2024



Prepared By:

**ENGINEERING SUPPORT SERVICES DIVISION**  
1621 N 14TH Avenue  
PO Box 229045  
Hollywood, FL 33022-9045



**Invitation for Bids**

**REQ-153-24-JJ**

**RECLAIM TRANSFER PUMP REPLACEMENT**

**23-4259**

**FOR THE**

**CITY OF HOLLYWOOD, FLORIDA (CITY)**

**IFB Issue Date:** January 10, 2024  
**Questions Due Date:** February 15, 2023  
**Submittal Due Date:** February 22, 2024, at 3 p.m. ET

**CITY OF HOLLYWOOD**  
**IFB 153-24-JJ**  
**WTP Reclaim Transfer Pump**  
**Project No. 23-4259**

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## SECTION I – INTRODUCTION

### 1.1 **Purpose**

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to replace the reclaim water transfer pump at the Water Treatment Plant for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by **February 14, 2024, by 3:00 PM EST**, and will be opened in a virtual public setting on February 14, 2024, at **3:00 PM EST** at <https://opengov.com/>.

Submittals shall be received electronically through OpenGov.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

### 1.2 **Pre-bid Conference and/or Site Visit (Mandatory)**

There will be a mandatory pre-bid conference and site visit scheduled for this solicitation. Attendance is required if the event is mandatory, and in the event that it is non-mandatory, it is strongly suggested that all Contractors attend the pre-bid conference and/or site visit to receive information that may be critical to their understanding of this solicitation.

The mandatory pre-bid conference will be held on:

**January 17, 2023, at 2:00 pm**  
**Water Treatment Plant**  
**3341 Hollywood Blvd.**  
**Hollywood, Florida 33021**  
**Third Floor Conference Room**

### 1.3 **OpenGov**

The City of Hollywood uses OpenGov (<https://procurement.opengov.com/portal/hollywoodfl>) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Bidders inability to submit a bid by the bid end date and time for any reason, including issues arising from the use of OpenGov.

### 1.4 **Point of Contact**

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Jean Joinville, Senior Purchasing Agent at [jjoinville@hollywoodfl.org](mailto:jjoinville@hollywoodfl.org) or by phone at (954) 921-3290, or Otis Thomas, Assistant Director at [othomas@hollywoodfl.org](mailto:othomas@hollywoodfl.org) or by phone at 954-921-3222. Such contact is to be for clarification purposes only. All questions must be submitted in writing via OpenGov by **February 7, 2024, by 3:00 PM EST** in order to receive a response.

Project Manager: Sydney Salit, Department of Public Utilities, email: [ssalit@hollywoodfl.org](mailto:ssalit@hollywoodfl.org) or by phone: (954) 921-3930.

For information concerning technical specifications, please utilize the question / answer feature provided by OpenGov at <https://procurement.opengov.com/portal/hollywoodfl>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of OpenGov Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through OpenGov at <https://procurement.opengov.com/portal/hollywoodfl>.

### **1.5 Cone of Silence**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) 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 included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with 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, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question / answer feature provided by OpenGov and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by OpenGov and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OpenGov as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.2 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.

### **2.3 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.

### **2.4 Changes and Alterations**

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### **2.5 Bidder's Costs**

The City shall not be liable for any costs incurred by Bidders in responding to this solicitation.

### **2.6 Pricing/Delivery**

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in Section III.

### **2.7 Price Validity**

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Bidder.

### **2.8 No Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

### **2.9 Responsive**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.10 Responsible**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.11 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in Section III of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. Bidder must possess, and be able to provide the City with any and all required Federal, State, County and/or municipal licenses, and occupational licenses. Bidder must be able to provide proof of valid licensing for all subcontractors and/or material suppliers hired by the contractor, if requested. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

**2.12 Award of Contract**

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City.

The Contract will be awarded only to a Bidder, who in the opinion of the **Engineer**, is fully qualified to undertake the work, quoting the lowest price, for that product/service that will best serve the needs of the City. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications, and other qualifications and abilities.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

**2.13 Execution Of Contract**

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) copies of the following to the Engineer.

- A. The Contract
- B. Performance and Payment Bond
- C. Evidence of required Insurance
- D. Proof of authority to execute the Contract
- E. Proof of authority to execute the Bond on behalf of the Awardee
- F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified of competency and occupational license

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by

the City and a copy of such fully executed Contract is delivered to the Contractor.

**2.14 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 Section 2.13 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. 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.

**2.15 Manufacturer/Brand/Model Specific Request**

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in Form 3 or Attachment D, – Technical Specifications.

**2.16 Permits and Fees** Refer to Attachment D – Technical Specifications (Section 01025 Basis of Payment)

**2.17 Contract Security**

When the awarded bidder delivers the executed contract to the City, it must be accompanied by the required bonds.

**2.18 Contract Period**

The initial contract term shall commence upon date of award by the City for a one year term. The City reserves the right to renew the contract providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.19 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 5% of the Bid is required for this project.

**2.20 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.21 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.22 Tie Breaker**

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood vendor

preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

## **2.23 Conflict of Interests Prohibited**

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

## **2.24 Protest Procedure**

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, OPENGOV, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

## **2.25 Insurance Requirements**

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

The insurance required by Article 5.6 of the General Conditions, Public Utilities shall be as follows:

Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City of Hollywood as an Additional Insured.

### **A. Builders Risk (BR 1) - Installation Floater: (Not Applicable)**

### **B. General Liability (GL3):**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

1. Premises Operations
2. Products and Completed Operations
3. Blanket Contractual Liability
4. Personal Injury Liability
5. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \$2,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$1,000,000 per Person
- \$2,000,000 per Occurrence
- \$100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**C. General Liability (GLXCU):**

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

**D. Vehicle Liability (VL3):**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

- \$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$500,000 per Person
- \$1,000,000 per Occurrence
- \$100,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**E. Workers' Compensation (WC2):**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

**F. Pollution Liability Insurance**

The minimum limits of liability shall be:

- \$1,000,000 per each claim / \$2,000,000 aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of "A" and Class X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the City with (30) days' notice of cancellation.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured in the general liability and auto liability policies.

**2.26 Uncontrollable Circumstances (Force Majeure)**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.26.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.26.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

**2.26.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.26.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.27 Supplier Portal (Oracle) Payment Method**

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

**2.28 Debarred or Suspended Bidders or Proposers**

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

**2.29 Payment and Performance Bond**

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

## **2.30 Public Records**

### **A. Public Records/Trade Secrets/Copyright:**

**All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.**

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

### **B. PUBLIC RECORDS GENERAL**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)**

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of this contract if the Consultant does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

### **2.31 Local Preference**

When the lowest responsive responsible bidder is a non-Hollywood business and a responsive responsible local Hollywood vendor's Bid is within 5% of the Bid submitted by the lowest responsive responsible bidder, the local vendor is allowed to submit a second Bid. The second bid from the local Hollywood bidder must be lower than the bid submitted by the lowest responsive and responsible non-Hollywood bidder by at least 1% in order for the bid to be awarded to the local Hollywood bidder. If more than one responsive and responsible local Hollywood vendor is within 5%, each would be permitted to submit a best and final offer and the local Hollywood vendor submitting the lowest bid will be awarded the contract; provided, however, if none of the local Hollywood vendors bids are lower than the lowest responsive and responsible non-Hollywood bidder by at least 1%, the non- Hollywood bidder will be awarded the contract.

*END OF SECTION*

## **SECTION III - SCOPE OF SERVICES**

### **3.1 Project Description**

Work under this Contract consists of mechanical, structural, electrical, instrumentation and all related work necessary to remove and replace the existing reclaim transfer pumps and connected piping and appurtenances located below grade within the reclaim vault at the City of Hollywood Water Treatment Plant. In addition, this work includes all construction sequencing requirements, all startup and training activities, and all other work required for a complete and operating facility.

### **3.2 Technical Specifications**

Refer to Appendix D.

### **3.3 Contractor Qualifications**

The contract will be awarded only to a responsive contractor qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his experience in like Work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the Work to the satisfaction of the City within the time limit stated.

Form 15 – Information Required from Bidders, shall be completed fully and accurately by the Contractor and submitted with the bid. Information included on the questionnaire will be used in evaluating the qualifications of the Contractor. The City reserves the right to request additional information not identified on the questionnaire.

### **3.4 Subcontractors**

For the City to be assured that only competent and qualified subcontractors will be employed on this project, each Bidder shall submit in the bid a list of the subcontractors performing work on this project. This subcontractors list shall include each firm's name, address, telephone number, contact person and work to be performed. Subcontractors shall be properly registered or licensed with the State of Florida, Broward County and the City of Hollywood. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially, or has previously performed work which the City believes to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after contract award, without the express written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no attendant increase in the base lump sum bid amount, adjustment of contract time or alteration of the bid documents. Such qualifications will be due within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the bid. In this event, the bid bond shall be returned to Contractor without claim by the City and with forfeiture of all claim rights by the Contractor.

### **3.5 Deliverables and Objectives**

Refer to Attachment B General Conditions, Attachment C Supplementary General Conditions, Attachment D Technical Specifications and Attachment E Drawings.

### **3.6 Project Schedule / Timeline**

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule.

**3.7 Questions**  
Refer to Form 15, Information Required from Bidders.

**3.8 Substantial Completion**  
Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule.

*END OF SECTION*

## **SECTION IV – GENERAL TERMS AND CONDITIONS**

### **1.1 INTENT**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's internet site along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

### **1.2 PROPOSER'S RESPONSIBILITIES**

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

### **1.3 PREPARATION OF BIDS/PROPOSALS**

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

#### **1.4 DESCRIPTION OF SUPPLIES (As Applicable)**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

#### **1.5 ADDENDA**

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

#### **1.6 REJECTION OF BIDS/PROPOSALS**

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject, in whole or in part, the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

The City may reject a bid/proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

- B. The Proposer misstates or conceals any material fact in the bid/proposal, or if
- C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

Additionally, any one of the following causes (not limited to) may be considered as sufficient justification to disqualify a Bidder and reject his/her 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

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in herein.

#### **1.7 WITHDRAWAL OF BIDS**

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.
- B. Bids may be withdrawn prior to the time set for the SOLICITATION opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages and the bid deposit furnished by any Bidder who requests to withdraw a bid after the SOLICITATION opening.

#### **1.8 BIDS TO REMAIN OPEN**

All bids shall remain open for 180 calendar days after the day of the bid opening, but the City may, at its sole discretion, release any bid and return the bid Security prior to that date.

Extensions of time when bids shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Bidder and the surety, if any, for the successful Bidder.

#### **1.9 LATE BIDS OR MODIFICATIONS**

Only bids received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

#### **1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### **1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

#### **1.12 COMPETENCY OF PROPOSERS**

Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

#### **1.13 QUALIFICATIONS OF PROPOSERS**

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Bidder's qualifications.

#### **1.14 CONSIDERATION OF BIDS**

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid of an "equal" will be considered, provided that the Vendor states in his bid exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

#### **1.15 AWARD OF CONTRACT**

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

#### **1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS**

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid all information outlined herein may be cause for rejection of the bid.

The City reserves the right to accept or reject any and all bids, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

#### **1.17 AGREEMENT**

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

#### **1.18 NOTICE TO PROCEED**

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

#### **1.19 BID PROTESTS**

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a

summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

## **1.20 REQUIREMENTS FOR SIGNING BIDS/PROPOSALS**

Requirements for Signing Bid/Proposal:

- A. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal. In cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.
- B. Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- C. Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All manual signatures must have the name typed directly under the line of the signature
- E. The above requirements apply to all SOLICITATION addenda.

## **1.21 EXAMINATION OF BID DOCUMENTS**

Before submitting a bid, each Bidder must: examine the bid Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Bidder, that the Bidder has complied with every requirement of this SOLICITATION, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## **1.22 PUBLIC RECORDS LAW**

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

### **1.23 INFORMATION**

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via OpenGov at least 10 calendar days prior to the bid/proposal due/opening date.**

### **1.24 N/A – INTENTIONALLY OMITTED**

### **1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS**

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. Except where provided in the following paragraph no bid may be withdrawn or modified after expiration of the period for receiving bids.

If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid, or that the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident, then the Bidder may withdraw its bid and the bid Security will be returned.

### **1.26 N/A – INTENTIONALLY OMITTED**

### **1.27 OPEN END CONTRACT**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent

delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Bidder.

### **1.28 AUDIT RIGHTS**

The City reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Bidder shall allow the City to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

### **1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Bidder shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

### **1.30 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.31 DEBARRED OR SUSPENDED BIDDERS**

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and sub bidder are presently debarred or suspended by any Federal department or agency.

### **1.32 COLLUSION**

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of such bid which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the bids of participants in such collusion will not be considered.

### **1.33 COPELAND "ANTI-KICKBACK"**

The Bidder and all sub bidders will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.34 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

### **1.35 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, sub bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.36 DRUG-FREE WORKPLACE PROGRAM**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

### **1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidder shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid being declared non-responsive; provided, however, that a responsible Bidder whose bid would be responsive but for the failure to submit the signed form in its bid may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.38 CONFLICT OF INTEREST**

The Bidder represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid Bidder for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any sub bidder or supplier to the Bidder.

Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Bidder shall promptly bring such information to the attention of the City's ENGINEER. The Bidder shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Bidder receives from the ENGINEER in regard to remedying the situation.

### **1.39 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a proposer, supplier, sub bidder, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.40 ADVICE OF OMISSION OR MISSTATEMENT**

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

### **1.41 CONFIDENTIAL INFORMATION**

Information contained in the Vendor's bid that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid for the City's purposes, in accordance with State Law. Vendor bids shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

### **1.42 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

### **1.43 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

### **1.44 SOVEREIGN IMMUNITY**

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

#### **1.45 SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### **1.47 PATENT AND COPYRIGHT INDEMNIFICATION**

The Bidder warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bidder shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Bidder, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Bidder shall have the obligation, at the City's option, to (i) modify, or require that the applicable sub bidder or supplier modify, the alleged infringing item(s) at the Bidder's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Bidder's expense, the rights provided under this Agreement to use the item(s).

The Bidder shall be solely responsible for determining and informing the City whether a prospective supplier or sub bidder is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Bidder shall enter into agreements with all suppliers and sub bidder at the Bidder's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Bidder shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

#### **1.48 ADVERTISING**

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

#### **1.49 DISCLAIMER**

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bid that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid or otherwise.

#### **1.50 TRADEMARKS**

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

#### **1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

#### **1.52 BID PREPARATION COSTS**

The Vendor is responsible for any and all costs incurred by the Vendor or his/her sub bidders in responding to this solicitation.

#### **1.53 DESIGN COSTS (N/A)**

#### **1.54 ADDITIONAL CHARGES**

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

#### **1.55 RIGHTS TO PERTINENT MATERIALS**

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

#### **1.56 INSURANCE REQUIREMENTS**

See insurance requirements in the main solicitation document.

#### **1.57 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's ENGINEER.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

#### **1.58 AUTHORITY OF THE CITY'S ENGINEER**

The Bidder hereby acknowledges that the City's ENGINEER will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the ENGINEER, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the ENGINEER's determination or order. Where orders are given orally, they will be issued in writing by the ENGINEER as soon thereafter as is practicable.

The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the ENGINEER. In the event that the ENGINEER and the Bidder are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the ENGINEER or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Bidder's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, the Bidder reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

### **1.59 MUTUAL OBLIGATIONS**

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Bidder, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Bidder fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Bidder.

### **1.60 SUBCONTRACTUAL RELATIONS**

If the Bidder will cause any part of this Agreement to be performed by a sub bidder, the provisions of this Contract will apply to such sub bidder and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the sub bidder, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the sub bidder will be subject to the provisions hereof as if performed directly by the Bidder.

The Bidder, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed sub bidder, the portion of the services which the sub bidder is to do, the place of business of such sub bidder, and such other information as the City may require. The City will have the right to require the Bidder not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Bidder will inform the sub bidder fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub bidder will strictly comply with the requirements of this Contract.

In order to qualify as a sub bidder satisfactory to the City, in addition to the other requirements herein provided, the sub bidder must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the sub bidder must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Bidder's obligations under this Agreement. All sub bidder are required to protect the confidentiality of the City and City's proprietary and confidential information. The Bidder shall furnish to the City copies of all subcontracts between the Bidder and sub bidder and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the sub bidder of its obligations under the subcontract, in the event the City finds the Bidder in breach of its obligations, and the option to pay the sub bidder directly for the performance by such sub bidder. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any sub bidder hereunder as more fully described herein.

### **1.61 PROMPT PAYMENT: LATE PAYMENTS BY BIDDER TO SUB BIDDER AND MATERIAL SUPPLIERS; PENALTY:**

When a Bidder receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each sub bidder and material supplier in proportion to the percentage of work completed by each sub bidder and material supplier at the time of receipt. If the Bidder receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the sub bidder and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to sub bidder and material suppliers within fifteen (15) working days after the receipt by the Bidder of full or partial payment, the proposer shall pay to the sub bidder and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the sub bidder or material

supplier whose work has been completed, even if the prime contract has not been completed. The Bidder shall include the above obligation in each subcontract it signs with a sub bidder or material supplier.

#### **1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Bidder may be subject to debarment for failure to perform and any other reasons related to the Bidder's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Bidder and in such event:

The Bidder shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Bidder will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

#### **1.63 EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Bidder. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Bidder has not delivered deliverables on a timely basis;
2. The Bidder has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Bidder has failed to make prompt payment to sub bidder or suppliers for any services;

4. The Bidder has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bidder 's creditors, or the Bidder has taken advantage of any insolvency statute or debtor/creditor law or if the Bidder 's affairs have been put in the hands of a receiver;
5. The Bidder has failed to obtain the approval of the City where required by this Agreement;
6. The Bidder has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Bidder has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.64 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.65 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

#### **1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

#### **1.68 E-VERIFY**

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its bidders, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### **1.69 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **1.70 COST ADJUSTMENTS (As Applicable)**

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

#### **1.71 OSHA STANDARDS**

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

*END OF SECTION*



City of Hollywood  
Public Utilities  
Vincent Morello, Director  
2600 Hollywood Boulevard, Hollywood, FL 33020

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## RESPONSE DOCUMENT REPORT

IFB No. REQ-153-24-JJ

Reclaim Transfer Pump (WTP)

RESPONSE DEADLINE: February 22, 2024 at 3:00 pm

Report Generated: Wednesday, February 28, 2024

## RF Environmental Services, Inc. Response

### CONTACT INFORMATION

**Company:**

RF Environmental Services, Inc.

**Email:**

thad@rfeswater.com

**Contact:**

Thaddeus Buckley

**Address:**

4840 NE 11th Ave  
Oakland Park, FL 33334

**Phone:**

(954) 605-6711

**Website:**

[rfeswater.com](http://rfeswater.com)

**Submission Date:**

Feb 22, 2024 2:08 PM

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Feb 22, 2024 9:18 AM by Thaddeus Buckley*

Addendum #2

*Confirmed Feb 22, 2024 9:18 AM by Thaddeus Buckley*

## QUESTIONNAIRE

### 1. VENDOR REFERENCE FORM\*

Please download the below documents, complete, and upload.

- [Vendor Reference Form.pdf](#)

Vendor\_Ref\_Form\_-\_Hialeah\_WTP\_-\_Completed.pdfVendor\_Ref\_Form\_-\_Broward\_County\_REF\_Complete.pdfVendor\_Ref\_Form\_-\_Homestead\_Complete.pdfExperience\_List\_1-18-24.pdf

### 2. HOLD HARMLESS AND INDEMNITY CLAUSE\*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

### 3. NON-COLLUSION STATEMENT\*

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

#### **4. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS\***

The applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

**5. DRUG-FREE WORKPLACE PROGRAM\***

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
  - 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Confirmed

#### **6. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY \***

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,

- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

#### **7. Certificate of Insurance\***

See requirements in the [#SPECIAL TERM AND CONDITIONS](#) section.

COI-\_City\_of\_Hollywood--.pdf

#### **8. PROOF OF SUNBIZ REGISTRATION\***

Enter company FEIN to be verified in Sunbiz

81-1455710

[Click to Verify](#) *value will be copied to clipboard*

#### **9. ACKNOWLEDGMENT AND SIGNATURE PAGE**

IF CORPORATION - DATE INCORPORATED/ORGANIZED:\*

01/27/2016

STATE INCORPORATED/ORGANIZED:\*

FL

REMITTANCE ADDRESS\*

4840 NE 11th Ave  
Oakland Park, FL 33334

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME\*

Thaddeus Buckley

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.\*

Confirmed

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.\*

Confirmed

BID FORM\*

Please download the below documents, complete, and upload.

- [Bid Form MASTER.docx](#)

Bid\_Form\_Complete.pdfSKM\_C36824022219290.pdfFL\_Certificate\_of\_Incorporation\_2024.pdf

**10. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY: \*  
(Print individual's name and title) (Print name of entity submitting sworn statement)

Thaddeus Buckley, President

SWORN STATEMENT CONTINUATION: \*

Enter business address:

4840 NE 11th Ave, Oakland Park, FL 33334

SWORN STATEMENT CONTINUATION: \*

Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

81-1455710

SWORN STATEMENT CONTINUATION: \*

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Thaddeus Buckley

SWORN STATEMENT CONTINUATION: \*

I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Confirmed

SWORN STATEMENT CONTINUATION:\*

I understand that “person,” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

Confirmed

SWORN STATEMENT CONTINUATION:\*

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

SWORN STATEMENT CONFIRMATION\*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Confirmed

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**PRICE TABLES**

**MOBILIZATION AND DEMONILIZATION**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$9,000.00	\$9,000.00
2	Demobilization	1	LS	\$7,000.00	\$7,000.00
<b>TOTAL</b>					<b>\$16,000.00</b>

**RECLAIM TRANSFER PUMP, INSTRUMENTATION, AND VAULT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Progressive Cavity Pumps	2	Each	\$82,000.00	\$164,000.00
4	Removal and Disposal of Pumps and Piping	1	LS	\$36,000.00	\$36,000.00
5	VFDs	2	Each	\$7,000.00	\$14,000.00
6	¼" Pressure Gauge Installation	2	Each	\$950.00	\$1,900.00
<b>TOTAL</b>					<b>\$215,900.00</b>

**PIPING, VALVES, AND FITTINGS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	6" DIP Tee	1	Each	\$1,250.00	\$1,250.00
8	6" DIP Elbow	3	Each	\$750.00	\$2,250.00
9	8" DIP Elbow	1	Each	\$1,050.00	\$1,050.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	6" Ball Valves	2	Each	\$12,000.00	\$24,000.00
11	6" Pinch Valves	2	Each	\$7,800.00	\$15,600.00
12	6" Check Valves	2	Each	\$6,000.00	\$12,000.00
13	6" Schedule 80 PVC piping	20	LF	\$200.00	\$4,000.00
14	6" x 4" DIP Reducer	2	Each	\$850.00	\$1,700.00
15	6" x 8" DIP Reducer	1	Each	\$950.00	\$950.00
<b>TOTAL</b>					<b>\$62,800.00</b>

**LABOR - ITEMS BELOW SHALL ONLY BE USED PER CITY'S REQUEST WITH APPROVAL IN ADVANCE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Project Manager	100	HR	\$110.00	\$11,000.00
17	Foreman	100	HR	\$80.00	\$8,000.00
18	Laborer	100	HR	\$55.00	\$5,500.00
<b>TOTAL</b>					<b>\$24,500.00</b>

**EQUIPMENT COST - ITEMS BELOW SHALL ONLY BE USED PER CITY'S REQUEST WITH APPROVAL IN ADVANCE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Utility/Lift Station Truck with Crane	40	HR	\$200.00	\$8,000.00
<b>TOTAL</b>					<b>\$8,000.00</b>

**GENERAL ITEMS/ALLOWANCES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	Allowance for Repair of Concrete Pump Slabs as Needed	1	LS	\$10,000.00	\$10,000.00
21	Cost Allowance for Permits, Licenses and Fees	1	LS	\$10,000.00	\$10,000.00
22	Consideration for Indemnification	1	LS	\$10.00	\$10.00
23	Miscellaneous Work Allowance / Contingency	1	LS	\$70,000.00	\$70,000.00
<b>TOTAL</b>					<b>\$90,010.00</b>

# FORM 1

## SUBMITTAL CHECKLIST FORM

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be considered responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicate Yes or No in the "Submitted (Yes/No)" column below to indicate which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
yes	This Submittal Checklist Form completed and included as the cover page of your submittal.
yes	A Table of Contents that clearly identifies each section and page number of your submittal.
yes	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
yes	Forms (Completed) Form 1 Submittal Checklist Form* Form 2 Acknowledgement and Signature Page Form 3 Bid Form* Form 4 Vendor Reference Form* Form 5 Hold Harmless and Indemnity Clause Form 6 Non-Collusion Affidavit Form 7 Sworn Statement...Public Entity Crimes Form 8 Certifications Regarding Debarment... Form 9 Drug-Free Workplace Program Form 10 Solicitation, Giving, and Acceptance... Form 11 W-9 (Request for Taxpayer Identification) Form 12 Trench Safety Form Form 13 Bid Guaranty Form Form 14 List of Subcontractors
yes	Certificate(s) of insurance that meet the requirements of Section 2.17
yes	Proof of State of Florida Sunbiz Registration
This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.	

## FORM 2

### ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): RF Environmental Services, Inc.

If Corporation - Date Incorporated/Organized: 2016 Federal Tax Identification Number: 81-1455710

State Incorporated/Organized: FL

Company Operating Address: 4840 NE 11th Ave

City: Oakland Park State: FL Zip Code: 33334

Remittance Address (if different from ordering address):

City: N/A State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Contact Person: Thaddeus Buckley Email Address: thad@rfeswater.com

Phone Number (include area code): 954-605-6711 Fax Number (include area code): N/A

Company's Internet Web Address: www.rfeswater.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature:  Date: 02/22/24

Type or Print Name: Thaddeus Buckley

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

## SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

### Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

### FORM 3

### BID FORM

Item No.	Description	Quantity	Unit	Unit Price	Total Price
<b>Mobilization and Demobilization</b>					
1	Mobilization	1	LS	9000	9000
2	Demobilization	1	LS	7000	7000
<b>Reclaim Transfer Pump, Instrumentation, and Vault</b>					
3	Progressive Cavity Pumps	2	Each	82000	164000
4	Removal and Disposal of Pumps and Piping	1	LS	30000	30000
5	VFDs	2	Each	7000	14000
6	¼" Pressure Gauge Installation	2	Each	950	1900
<b>Piping, Valves, and Fittings</b>					
7	6" DIP Tee	1	Each	1250	1250
8	6" DIP Elbow	3	Each	750	750
9	8" DIP Elbow	1	Each	1050	1050
10	6" Ball Valves	2	Each	12000	24000
11	6" Pinch Valves	2	Each	7,800	15,600
12	6" Check Valves	2	Each	6000	12,000
13	6" Schedule 80 PVC piping	20	LF	200	4000
14	6" x 4" DIP Reducer	2	Each	850	1700
15	6" x 8" DIP Reducer	1	Each	950	950
<b>Labor - Items Below Shall Only Be Used Per City's Request With Approval in Advance</b>					
16	Project Manager	100	HR	110	11000
17	Foreman	100	HR	80	8000
18	Laborer	100	HR	55	5,500
<b>Equipment Cost - Items Below Shall Only Be Used Per City's Request With Approval in Advance</b>					
19	Utility/Lift Station Truck with Crane	40	HR	200	8,000
<b>General Items/Allowances</b>					
20	Allowance for Repair of Concrete Pump Slabs as Needed	1	LS	\$10,000.00	\$10,000.00
21	Cost Allowance for Permits, Licenses and Fees	1	LS	\$10,000.00	\$10,000.00
22	Consideration for Indemnification	1	LS	\$10.00	\$10.00

23	Miscellaneous Work Allowance / Contingency	1	LS	\$70,000.00	\$70,000.00
<b>GRAND TOTAL BID PRICE:</b>		417,240 <sup>13</sup>			

RF Environmental Services, Inc.

Company Name

Authorized Signature

Thaddeus Buckley

Print Name

President

Title

02/22/24

Date

# FORM 4

## VENDOR REFERENCE FORM

Bidders must submit this form for each required reference

City of Hollywood Solicitation #: IFB-153-24-JJ  
 Reference for: RECLAIM TRANSFER PUMP REPLACEMENT

Organization/Firm Name providing reference: Broward County  
 Organization/Firm Contact Name: Oscar Asgar Title: PM  
 Email: oasgar@broward.org Phone: 954-831-0983  
 Name of Referenced Project: Replc Chemical Storage Tanks Contract No: \_\_\_\_\_  
 Date Services were provided: 01/19/23 Project Amount: 456,051  
 Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/ Subconsultant  
 Would you use the Vendor again?  Yes  No. Please specify in additional comments

**Description of services provided by Vendor (provide additional sheet if necessary):**  
 2A WTP - FRP Sodium Hypo 14,380 Gallon Bulk Storage Tank - Remove, replace and dispose. North Regional WTP - HDPE 6,550 Gallon Bulk Storage Tank - Remove, Replace and dispose. 3C WTP - Remove and properly dispose of the existing Ammonia Gas Equipment and Install new Liquid Ammonium Sulfate(LAS) equipment in the existing Ammonia Gas Room.  
 2A WTP - FRP Storage Tanks - Repair Four (4) Tanks and perform structural concrete and coating repairs to an existing Containment Sump Pit.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
<b>Vendor's Quality of Service</b>				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Vendor's Organization:</b>				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Timeliness/Cost Control of:</b>				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Additional Comments (provide additional sheet if necessary):**  
Contractor provides high quality workmanship.  
 Oscar Asgar Digitally signed by Oscar Asgar  
Date: 2024.02.22 09:18:31 -0500

\*\*\*THIS SECTION FOR CITY USE ONLY\*\*\*

Verified via:	Email: <input type="checkbox"/>	Verbal: <input type="checkbox"/>	Mail: <input type="checkbox"/>
Verified by:	Name:		Title:
	Department:		Date:

# FORM 4

## VENDOR REFERENCE FORM

Bidders must submit this form for each required reference

City of Hollywood Solicitation #: IFB-153-24-JJ  
 Reference for: RECLAIM TRANSFER PUMP REPLACEMENT

Organization/Firm Name providing reference: Miami-Dade County  
 Organization/Firm Contact Name: Luis E. Rojas Title: W&S Construction Project Supervisor  
 Email: Luis.Rojas@miamidade.gov Phone: 786-402-1292  
 Name of Referenced Project: Hialeah Lime Slaker R&R Chem Bldg Contract No: RPQ#P0225  
 Date Services were provided: 3/30/24 Sub. Complete Project Amount: 4,932,211  
 Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/ Subconsultant  
 Would you use the Vendor again?  Yes  No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):  
 Remove & Replace (2) 4,000 lb/Day Lime Slaker Units, (4) New Lime Slurry Pumps, Slurry Tanks & Mixers,  
 All New Electrical & Controls. Concrete Repairs, Structural Rehab & New Coating Systems.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
<b>Vendor's Quality of Service</b>				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Vendor's Organization:</b>				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Timeliness/Cost Control of:</b>				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):  
 RFES provided an excellent service on the above mentioned project.

***THIS SECTION FOR CITY USE ONLY***						
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:				Title:	
	Department:				Date:	

# FORM 4

## VENDOR REFERENCE FORM

Bidders must submit this form for each required reference

City of Hollywood Solicitation #: IFB-153-24-JJ  
 Reference for: RECLAIM TRANSFER PUMP REPLACEMENT

Organization/Firm Name providing reference: City of Homestead  
 Organization/Firm Contact Name: Hamley Pacheco, P.E. Title: CM  
 Email: hpacheco@cityofhomestead.com Phone: 305-224-4484  
 Name of Referenced Project: Racetrack Water Tower Booster PS Contract No: \_\_\_\_\_  
 Date Services were provided: 3/30/24 Sub. Complete Project Amount: 899,900  
 Referenced Vendor's role in Project:  Prime Vendor  Subcontractor/ Subconsultant  
 Would you use the Vendor again?  Yes  No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Construction of Water Booster Pump Station for the Race Track Water Tower

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
<b>Vendor's Quality of Service</b>				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Vendor's Organization:</b>				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Timeliness/Cost Control of:</b>				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

***THIS SECTION FOR CITY USE ONLY***						
Verified via:	Email:	<input checked="" type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:	Hamley Pacheco			Title:	Construction Manager
	Department:	PW & Eng.			Date:	2/21/2024

# FORM 5

## HOLD HARMLESS AND INDEMNITY CLAUSE

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**(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.



Signature

Thaddeus Buckley

Printed Name

RF Environmental Services, Inc.

Name of Company

President

Title

**FORM 6**

**NON-COLLUSION AFFIDAVIT**

**STATE OF:** Florida

**COUNTY OF:** Broward, being first duly sworn, deposes and says that:

- (1) He/she is President of RF Environmental Services, Inc., the Proposer that has submitted the attached Proposal.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Such Proposal is genuine and is not a collusion or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Thaddeus Buckley

Printed Name

RF Environmental Services, Inc.

Name of Company

President

Title

## FORM 7

### SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by Thaddeus Buckley, President for RF Environmental Services, Inc.  
(Print individual's name and title) (Print name of entity submitting sworn statement)  
whose business address is 4840 NE 11th Ave, Oakland Park, FL 33334  
and if applicable its Federal Employer Identification Number (FEIN) is 81-1455710. If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement.

- 
2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
  3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of a public entity crime, or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the

United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X  Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Thaddeus Buckley  
(Signature)

Sworn to and subscribed before me this  22  day of  February , 2024.

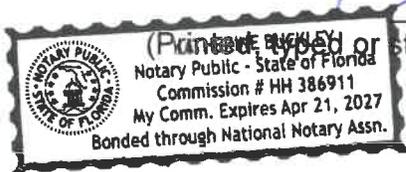
Personally known  Thaddeus Buckley

Or produced identification   Notary Public-State of  Florida

my commission expires  April 27, 2027

(Type of identification)

Thaddeus Buckley  
(Printed, typed or stamped commissioned name of notary public)



# FORM 8

## CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

\_Thaddeus Buckley, President\_\_\_\_\_

\_4840 NE 11th Ave, Oakland Park, FL 33334\_\_\_\_\_

Application Number and/or Project Name: \_WTP Reclaim Transfer Pump 23-4259

Applicant IRS/Vendor Number: \_\_\_\_\_ EIN# 81-1455710\_\_\_\_\_



\_\_\_\_\_  
Signature

\_\_\_\_Thaddeus Buckley\_\_\_\_\_

Printed Name

\_\_\_\_RF Environmental Services, Inc.\_\_\_\_\_

Name of Company

\_\_\_\_President\_\_\_\_\_

Title

# FORM 9

## DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature

\_\_Thaddeus Buckley\_\_\_\_\_  
Printed Name

\_\_\_\_RF Environmental Services, Inc.\_\_\_\_\_  
Name of Company

\_\_President\_\_\_\_\_  
Title

**FORM 10**

**SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

  
 \_\_\_\_\_  
 Signature

\_\_\_Thaddeus Buckley\_\_\_\_\_  
 \_\_\_\_\_  
 Printed Name

\_\_\_RF Environmental Services, Inc.\_\_\_\_\_  
 \_\_\_\_\_  
 Name of Company

\_\_\_President\_\_\_\_\_  
 \_\_\_\_\_  
 Title

FORM 11

Form **W-9**

(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**RF Environmental Services, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**4840 NE 11th Ave**

**6** City, state, and ZIP code  
**Oakland Park, FL 33334**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

**or**

**Employer identification number**

8	1	-	1	4	5	5	7	1	0
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person ►       Date ► 2/22/24

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# FORM 12

## TRENCH SAFETY

This form must be completed and signed by the Respondent.

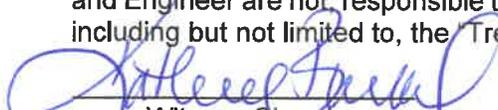
Failure to complete this form may result in the solicitation being declared non-responsive.

Respondent 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 respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

<u>Method of Compliance</u>	<u>Cost</u>
	Total \$ <u>100.00</u>

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non-responsive.

The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent'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." Respondent 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  
Katherine Buckley  
\_\_\_\_\_  
Witness Printed Name  
4324 NE 21st Ave Fort Lauderdale  
\_\_\_\_\_  
Witness Address  
2/22/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor's Signature  
Thaddeus Buckley  
\_\_\_\_\_  
Printed Name  
President  
\_\_\_\_\_  
Title  
2/22/24  
\_\_\_\_\_  
Date

- END OF SECTION -

**Form 13**

**Bid Guaranty Form**

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

Atlantic Specialty

That we RF Environmental Services, Inc., as Principal, and Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of Four Hundred Seventeen Thousand Two Hundred Ten Dollars (\$ 417,200) lawful money

of the United States, amounting to 5% of the total SOLICITATION 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 SOLICITATION, dated February 14th 2024 for,

**WTP RECLAIM TRANSFER PUMPS -REQ-153-24-JJ**

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION 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 SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved SOLICITATION Bond

In the event of the withdrawal of said SOLICITATION 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 SOLICITATION 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 SOLICITATION.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this \_\_\_\_\_ 14th \_\_\_\_\_ day of February, 2024, 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

\_\_\_\_\_

Approved SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Katherine Buckley  
Secretary

RF Environmental Services, Inc.  
Name of Corporation

4840 NE 11th Avenue  
Business Address

Fort Lauderdale, FL 33334

By:

Thaddeus Buckley  
(Affix Corporate Seal)

Thaddeus Buckley  
Printed Name

President  
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, KATHERINE BUCKLEY, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Thaddeus Buckley who signed the said bond on behalf of the Principal, was then President 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.

Katherine Buckley (SEAL)  
Secretary

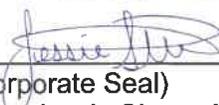
Approved SOLICITATION Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

  
Secretary Witness, Karen Alvarenga

Atlantic Specialty Insurance Company  
Corporate Surety  
605 Highway 169 North, Suite 800  
Business Address  
Plymouth, MN 55441

BY:   
(Affix Corporate Seal)  
Jessie Sloan, Attorney-In-Fact &  
Florida Licensed Resident Agent  
Attorney-in-Fact

JCA Surety Group, LLC  
Name of Local Agency  
123 Zelma Street, Suite A Orlando, FL 32803  
Business Address

Inquiries: (321) 800-6594

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared,  
Jessie Sloan to me well known, who being by me first duly sworn upon  
oath says that he is the attorney-in-fact for the Atlantic Specialty Insurance Company and  
that the has been authorized by Atlantic Specialty Insurance Company 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 14th day of February, 2024

  
Payton Olsen, Notary Public  
State of Florida

My Commission Expires: 01/12/2027

- END OF SECTION-



**PAYTON OLSEN**  
Notary Public  
State of Florida  
Comm# HH349705  
Expires 1/12/2027



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

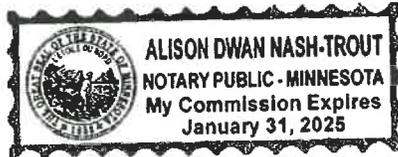
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of February, 2024.

This Power of Attorney expires  
January 31, 2025

*Kara Barrow*  
Kara Barrow, Secretary

**Form 14**

**LIST OF SUBCONTRACTORS**

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

	<b>Work to be Performed</b>	<b>Subcontractor's Name / Address</b>
1.	Electrical Work	All Lake Electric
		Belle Glade, FL (561) 992-4405
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

**FORM 15**

**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: RF Environmental Services, Inc.  
4840 NE 11th Ave  
Oakland Park, FL 33334
  
2. Contractor's Telephone Number: 954-605-6711  
and e-mail address: thad@rfeswater.com
  
3. Contractor's License (attach copy): CGC1518671, CMC1250334, CFC1429319  
Primary Classification: FL State - GC, Mechanical & Plumbing  
Broward County License Number (attach copy): N/A
  
4. Number of years as a Contractor in construction work of the type involved in this Contract: As a GC Qualifier (Thaddeus Buckley) - 16 Years and as GC Qualifier for RF Environmental Services, Inc. 8 Years
  
5. List the names and titles of all officers of Contractor's firm:  
Thaddeus Buckley, President  
Katherine Buckley, Secretary, Treasurer
  
6. Name of person who inspected site or proposed work for your firm:  
Name: Bryan Vasquez  
Date of Inspection: 01/17/24
  
7. What is the last project of this nature you have completed?  
See Attached Project Spread Sheet

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

\_\_\_ No \_\_\_\_\_  
\_\_\_\_\_

9. Name three individuals or corporations for which you have performed work and to which you refer: \_\_\_ See Attached References \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
-----------------	------	----------------------	-------------------------------	----------------------

\_\_\_ See Attached References \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Continue list on inset sheet, if necessary)

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

\_\_\_ Trucks - Forklift - Small Tools & Rigging \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List at least three (3) similar projects completed within the last five (5) years by the bidder and the proposed project manager. For purposes of this requirement, 'similar' projects shall be considered to include pump removal and replacement in a water and/or wastewater treatment setting. 'Similar' projects shall have been performed below land surface and have a minimum value of \$500,000 each. Include owner, project value, completion date, reference contact information and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.

\_\_\_\_\_ See Attached Project Spread Sheet \_\_\_\_\_

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(Add sheets as requested.)

14. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume. \_\_\_\_\_ Thaddeus Buckley \_\_\_\_\_

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.

++ END OF SECTION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BUCKLEY, THADDEUS R**

RF ENVIRONMENTAL SERVICES, INC.  
4840 NE 11TH AVE  
FORT LAUDERDALE FL 33334

**LICENSE NUMBER: CFC1429319**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BUCKLEY, THADDEUS R**

RF ENVIRONMENTAL SERVICES, INC.  
4840 NE 11TH AVE  
FORT LAUDERDALE FL 33334

**LICENSE NUMBER: CGC1518671**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BUCKLEY, THADDEUS R**

RF ENVIRONMENTAL SERVICES, INC.  
4840 NE 11TH AVE  
FORT LAUDERDALE FL 33334

**LICENSE NUMBER: CMC1250334**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BUCKLEY, THADDEUS R**

RF ENVIRONMENTAL SERVICES, INC.  
4840 NE 11TH AVE  
FORT LAUDERDALE FL 33334

**LICENSE NUMBER: PCC1256939**

**EXPIRATION DATE: AUGUST 31, 2024**

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FORM 16

PROPOSAL

TO THE MAYOR AND COMMISSIONERS  
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 2/22/2024

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work within 180 days with final completion within 210 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance, Exhibit A.

The BIDDER acknowledges receipt of the following addenda:

No.	<u>1</u>	Dated	<u>2/5/24</u>
No.	<u>2</u>	Dated	<u>2/14/24</u>
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

\_\_\_\_\_ 5% of Bid Amount \_\_\_\_\_ ) according to the Dollars (\$ 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:

\_\_\_\_\_ N/A \_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
\_ (Printed Name of Individual)

\_\_\_\_\_  
\_ (Address)

\*\*\*\*\*

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

\_\_\_\_\_ N/A \_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_ (SEAL)  
(Signature of Individual)

\*\*\*\*\*

WHEN THE BIDDER IS A PARTNERSHIP:

\_\_\_\_\_ N/A \_\_\_\_\_  
(Name of Firm) A Partnership

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(SEAL)  
(Partner)

Name and Address of all Partners:

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

WHEN THE BIDDER IS A JOINT VENTURE:

\_\_\_\_\_ N/A \_\_\_\_\_  
(Correct Name of Corporation)

By: \_\_\_\_\_ N/A \_\_\_\_\_ (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:

\_\_\_\_\_ RF Environmental Service, Inc. \_\_\_\_\_  
(Correct Name of Corporation)

By: \_\_\_\_\_ Thaddeus Buckley \_\_\_\_\_  
(SEAL)

\_\_\_\_\_ President \_\_\_\_\_

(Official Title)

4840 NE 11th Ave, Oakland Park, FL 33334  
(Address of Corporation)

Organized under the laws of the State of \_\_\_\_\_FL\_\_\_\_\_, 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

\_\_\_RF Environmental Services, Inc.\_\_\_\_\_  
(Name of Corporation)

RESOLVED that \_\_Thaddeus Buckley\_\_\_\_\_  
(Person Authorized to Sign)

\_President\_ of \_\_\_RF Environmental Services, Inc.\_\_\_\_\_  
(Title) (Name of Corporation)

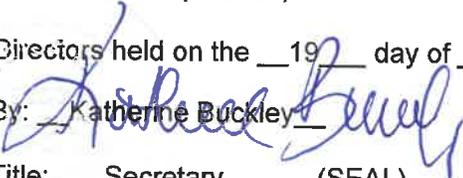
be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

**WTP Reclaim Transfer Pump  
23-4259**

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

\_\_\_RF Environmental Services, Inc.\_\_\_\_ at a meeting of its Board of  
(Name of Corporation)

Directors held on the \_\_19\_\_ day of \_\_\_February\_\_\_\_, 2024\_\_.

By:  Katherine Buckley

Title: \_\_\_Secretary\_\_\_\_ (SEAL)

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

- END OF SECTION -



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		<b>CONTACT NAME:</b> Kemi Foster-Sterling <b>PHONE (A/C, No, Ext):</b> (954) 776-2222 <b>E-MAIL ADDRESS:</b> Kemi.Foster-Sterling@bbrown.com	<b>FAX (A/C, No):</b> (954) 776-4446																					
<b>INSURED</b> RF Environmental Services Inc, DBA: Milan Construction & Real Estate 4840 NE 11th Avenue Oakland Park FL 33334		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> FCCI Insurance Company</td> <td></td> <td>10178</td> </tr> <tr> <td><b>INSURER B:</b> National Trust Insurance Company</td> <td></td> <td>20141</td> </tr> <tr> <td><b>INSURER C:</b> Westchester Surplus Lines Insurance Company</td> <td></td> <td>10172</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> FCCI Insurance Company		10178	<b>INSURER B:</b> National Trust Insurance Company		20141	<b>INSURER C:</b> Westchester Surplus Lines Insurance Company		10172	<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER F:</b>																								

**COVERAGES**

CERTIFICATE NUMBER: 2023-24 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL10005262904	10/24/2023	10/24/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA10005262604	10/24/2023	10/24/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							UM CSL	\$ 300,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10005262504	10/24/2023	10/24/2024	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC010007021903	06/27/2023	06/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability			G70971070003	10/24/2022	10/24/2024	Each Pollution	\$2,000,000
							Aggregate	\$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Water Treatment Plan-WTP Reclaim Transfer Pump - IFB-153-24-JJ  
 Location: 3341 Hollywood Boulevard, Hollywood, FL 33021

City of Hollywood is Additional Insured with respect to General Liability and Auto Liability if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Hollywood 2600 Hollywood Boulevard  Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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## Additional Named Insureds

Other Named Insureds

Milan Construction & Real Estate

Doing Business As

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Persons or Organizations**

(As required by written contract or agreement per Paragraph A. below.)

Empty box for listing names of additional insured persons or organizations.

**Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".)

Empty box for listing locations of covered operations.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

# AUTO FIRST CHOICE COVERAGE ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

**SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

**A. Paragraph 1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

- d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary that is an “insured” under any other liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
  - (1)** Does not apply if the organization you acquire or form is an “insured” under another liability policy or would be an “insured” under such a policy but for its termination or the exhaustion of its limits of insurance;
  - (2)** Does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - (3)** Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f.** Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.
- g.** Any “employee” of yours using:
  - (1)** a covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by an “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2)** an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household
- h.** Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:

**5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.

B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:

**c. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

**d. Auto Loan/Lease Gap Coverage**

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not refunded by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
  - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue loan payments at the time of the "loss";
  - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
  - (c) Carry-over balances from previous loans.

**C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:**

3. We will not pay for "loss" due and confined to:
  - a. Wear and tear, freezing, mechanical or electrical breakdown
  - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.**but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

**D. Section D. Deductible is deleted and replaced by the following:**

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils.

2. Regardless of the number of covered “autos” damaged or stolen, the maximum deductible applicable for all “loss” in any one event caused by:
  - a. Theft or mischief or vandalism; or
  - b. All perils;will be equal to five times the highest deductible applicable to any one covered “auto” on the Policy for Comprehensive or Specified Causes of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered “autos” were damaged or stolen in the “loss”.
3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:
  - a. “Loss” arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.
  - b. Glass damage if repaired rather than replaced.

**SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

- A. The following is added to paragraph a. under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the “accident”, claim, “suit” or “loss” is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

- B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

**5. Transfer of Rights of Recovery against Others to Us**

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

- C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

- D. Paragraph b. of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own;
  - (1) Any covered “auto” you lease, hire, rent or borrow; and
  - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”, nor is any “auto” you hire from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA AUTO FIRST CHOICE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO FIRST CHOICE COVERAGE ENDORSEMENT

**SECTION III – PHYSICAL DAMAGE COVERAGE** in the Auto First Choice Coverage Endorsement is amended as follows:

The following is added as a new subsection **3c.** to section **D. Deductible**:

- c.** Glass used in the windshield.

# *State of Florida*

## *Department of State*

I certify from the records of this office that RF ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 28, 2016, effective January 27, 2016.

The document number of this corporation is P16000009528.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 14, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of February,  
2024*



  
Secretary of State

Tracking Number: 5698487124CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ATTACHMENT A  
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 **RF Environmental Services, Inc.** 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:

**WTP Reclaim Transfer Pump  
Project No. 23-4259**

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 **Four Hundred Seventeen Thousand Two Hundred Ten Dollars And Zero Cents (\$417,210.00).**

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 five percent (5%) 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. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.
- (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 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.	Introduction	15.	General Terms and Conditions
2.	Special Terms and Conditions	16.	Scope of Services
3.	Submittal Checklist Form	17.	Contract
4.	Acknowledgement and Signature Page	18.	Drug-Free Workplace Program
5.	Bid Form	19.	Solicitation, Giving, and Acceptance...
6.	Vendor Reference Form	20.	W-9 (Request for Taxpayer Identification)
7.	Hold Harmless and Indemnity Clause	21.	Performance Bond
8.	Proposal	22.	Payment Bond
9.	Non-Collusion Affidavit	23.	General Conditions, Public Utilities
10.	Sworn Statement...Public Entity Crimes	24.	Supplementary General Conditions
11.	Information Required from Bidders	25.	Addenda
12.	Certifications Regarding Debarment...	26.	Specifications

13.	Trench Safety Form	27.	Drawings
14.	Bid Guaranty Form	28.	List of Subcontractors

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.

\*\*\*\*\*

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)  
JOSH LEVY, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
City Clerk



WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Correct Name of Corporation)

BY: \_\_\_\_\_ (SEAL)  
President

\*\*\*\*\*

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
DOUGLAS R. GONZALES  
City Attorney

By \_\_\_\_\_  
STEPHANIE TINSLEY  
Financial Services Director

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 -

ATTACHMENT A con't  
PAYMENT 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 to the CITY OF HOLLYWOOD, FLORIDA herein called the City, 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 the **WTP Reclaim Transfer Pump, Project No. 23-4259.**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

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 any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(SEAL)

**SURETY:**

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Attorney-in-Fact)

\*\*\*\*\*

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
\_ Douglas R. Gonzales  
City Attorney

By \_\_\_\_\_  
Stephanie Tinsley  
Financial Services Director

- END OF SECTION -

ATTACHMENT A con't  
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, for the installation of **WTP Reclaim Transfer Pump, Project No. 23-4259.**

A copy of said Contract, **No. 23-4259** 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 Introduction, Special Terms and Conditions, Scope of Services, General Terms & Conditions, Submittal Checklist Form, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Bid Guaranty Form , Trench Safety Form, Information Required from Bidders, Vendor Reference Forms, Hold Harmless and Indemnity Clause, Non-Collusion Affidavit, Sworn Statement...Public Entity Crimes, Certifications Regarding Debarment... , Drug-Free Workplace Program, Solicitation, Giving, and Acceptance, 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 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.

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 SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Signature of Individual)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Address

\*\*\*\*\*

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Seal)  
(Partner)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
Address

\*\*\*\*\*

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.

\_\_\_\_\_  
Secretary (SEAL)

TO BE EXECUTED BY CORPORATE SURETY

Attest:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_  
(Name of Local Agency)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the \_\_\_\_\_ and that 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:

APPROVED AS TO FINANCE:

By \_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

By \_\_\_\_\_  
Stephanie Tinsley  
Financial Services Director

- END OF SECTION -



**ADDENDA REPORT**  
IFB No. REQ-153-24-JJ  
Reclaim Transfer Pump (WTP)

RESPONSE DEADLINE: February 22, 2024 at 3:00 pm

Wednesday, February 28, 2024

Addenda Issued:

**Addendum #1**

*Feb 5, 2024 4:31 PM*

Updated Attachments

**Addendum #2**

*Feb 14, 2024 9:31 AM*

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
RF Environmental Services, Inc.	X	Feb 22, 2024 9:18 AM	Thaddeus Buckley

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
RF Environmental Services, Inc.	X	Feb 22, 2024 9:18 AM	Thaddeus Buckley



QUESTION & ANSWER REPORT  
IFB No. REQ-153-24-JJ  
Reclaim Transfer Pump (WTP)

RESPONSE DEADLINE: February 22, 2024 at 3:00 pm

Wednesday, February 28, 2024

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. Budget

*Jan 10, 2024 2:56 PM*

**Question:** Is there a budget for this project?

*Jan 10, 2024 2:56 PM*

**Answered by Sydney Salit:** The City's budget for the project is \$400,000.

*Jan 17, 2024 11:04 AM*

### 2. Concrete Demolition

*Jan 22, 2024 10:15 AM*

**Question:** Please show concrete demolition limits on sheet 3. It is unclear whether the larger pad under both pumps gets demolished or just the individual pads under each pump.

*Jan 22, 2024 10:15 AM*

**Answered by Sydney Salit:** Repair of the concrete pads are included in Bid Item 20: Allowance for Repair of Concrete Pump Slabs as Needed. The purpose of this bid item is to include repair of concrete slabs (individuals or the larger pad) as needed per the Contractor's recommendation and the City's approval.

*Jan 22, 2024 1:42 PM*

### 3. Bid Schedule of Values

QUESTION & ANSWER REPORT  
IFB No. REQ-153-24-JJ  
Reclaim Transfer Pump (WTP)

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*Jan 22, 2024 10:30 AM*

**Question:** Can the schedule of values be changed to reflect a lump sum cost for each item of work instead of unit quantities for labor and materials?

*Jan 22, 2024 10:30 AM*

**Answered by Sydney Salit:** No, the bid item pricing will remain as-is.

*Jan 22, 2024 1:42 PM*

**ATTACHMENT B  
GENERAL CONDITIONS, PUBLIC UTILITIES**

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**ATTACHMENT B  
GENERAL CONDITIONS, PUBLIC UTILITIES**

**CITY OF HOLLYWOOD, FLORIDA  
GENERAL CONDITIONS  
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 issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

**CHANGE ORDER** - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended 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 (OWNER)** - The City of Hollywood, Florida.

**COMMISSION** - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY as set forth in the City of Hollywood 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 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, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

**CONTRACT PRICE** - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

**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.

**CONTROL** - shall mean having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business.

**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 as determined and accepted by the Engineer.

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 by the DESIGN ENGINEER approved by ENGINEER and are referred to in and are a part of the Contract Documents.

ENGINEER - The Director of Public Utilities of the CITY of Hollywood, Florida, or his authorized designee.

EXCUSABLE DELAY - Delay caused 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 not specified in the definition of excusable delay.

INSPECTOR - The authorized field representative of the ENGINEER.

LIQUIDATED DAMAGES - The amount prescribed in the General Requirements 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 ENGINEER 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.

"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 as determined by the ENGINEER.

SHOP DRAWINGS - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, 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 17 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

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

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY 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.

## 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
FDEP:	Florida Department of Environmental Protection
FDNR:	Florida Department of Natural Resources
FDOT:	Florida Department of Transportation
FPL:	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 - MISCELLANEOUS PRELIMINARY MATTERS

### 3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

### 3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 2.13 in Section II - Special Terms and Conditions, the CONTRACTOR shall submit to the ENGINEER 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 Section 01300 of Division 1 - General Requirements.

### 3.3 Pre-construction Conference:

The Contractor will be required to attend a mandatory Pre- Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work.

### 3.4 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 Attachment C – Supplementary General Conditions, Section 1, Project Schedule as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of Section II - Special Terms and Conditions, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in this Proposal.

### 3.5 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.

### 3.6 Commencement of Work:

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

### 3.7 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 11, 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.

### 3.8 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 business address as defined at the Pre-Construction Conference.

### 3.9 Separate Contract:

The CITY reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other Contractors 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.

### 3.10 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.

### 3.11 Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the ENGINEER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the said CITY from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

### 3.12 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.

### 3.13 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 Attachment C - Supplementary General Conditions 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.

### 3.14 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 ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

### 3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal work schedule which does not exceed eight hours per day in a normal work day nor 40 hours per week in a normal work week. Normal work days shall be Monday through Friday. Whenever CONTRACTOR's work requires scheduled overtime, unless such overtime work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission from the CITY. A change order shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of \$80.00 per hour with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime work force size of fifty or more persons a second Inspector will be required and the costs for two Inspectors will be \$160.00 per hour.

### 3.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the ENGINEER, 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 case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including but not limited to the City Police Department, Fire Department, and Code Enforcement Department.

### 3.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their 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 first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of City as are set forth in Section 768.28, Florida Statutes.

## ARTICLE 4 - CONTRACT DOCUMENTS

### 4.1 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 in order to produce the intended result shall be supplied whether or not it is specifically called for.

### 4.2 Order of Precedence of Contract Documents:

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

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Section I - Introduction
3. Section II – Special Terms and Conditions
4. General Terms & Conditions
5. Attachment C- Supplementary General Conditions
6. Attachment B - General Conditions
7. Division 1, General Requirements
8. Technical Specifications
9. 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

### 4.3 Reference To Standards:

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

## ARTICLE 5 - BONDS AND INSURANCE

### 5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the SECTION II - SPECIAL TERMS AND CONDITIONS. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

### 5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds, in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR's obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified above in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

### 5.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the 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.

### 5.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as specified in Article 2.25 of Section II – Special Terms and Requirements as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

### 5.5 Certificates of Insurance:

Within ten days of award, the Contractor shall obtain a Certificate of Insurance reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled 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 Workmen's Compensation. 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 Key Rating Guide", published by A.M. Best Company.

5.6    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 2 of the Supplementary General 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 2 of the Supplementary General Conditions will not be reduced for any reason.

## ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

### 6.1 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; and the CITY nor the ENGINEER shall not be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

### 6.2 Permits:

When required by Article 2.16 of the Section II – Special Terms and 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 ENGINEER 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.

### 6.3 Lines and Grades:

The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the work.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.1 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 govern 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 or Subcontractors.

### 7.2 Indemnification of City:

- (a) Refer to ARTICLE 1.46 – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of Section IV – General Terms and Conditions.
- (b) Refer to ARTICLE 1.47 – PATENT AND COPYRIGHT INDEMNIFICATION of Section IV – General Terms and Conditions.
- (c) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

### 7.3 Guarantee of Payments:

The CONTRACTOR guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him, or any Subcontractor 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.

### 7.4 Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the South Florida Building Code, Broward Edition.

## 7.5    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 ENGINEER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

## 7.6    Substitutes or "Or Equal":

### A.        Substitutes or "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 of other Suppliers may be accepted by the ENGINEER if sufficient information submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER'S 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 ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER 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 ENGINEER 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. The CONTRACTOR shall be responsible for any extra design adaptation costs associated with a 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 ENGINEER.
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. The CONTRACTOR shall be responsible for the costs of redesign and claims of other Contractors.
10. Provide any additional data about the proposed substitute as the ENGINEER 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 ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 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 ENGINEER will record time required by the ENGINEER and/or the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE ENGINEER AND THE ENGINEER'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.
- E. Any and all costs which result from changes to/adaptations of the work shall be paid by the CONTRACTOR including but limited to design, materials, installation, etc.

## 7.7 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 ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. 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 Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications, and all other submittal requirements.
- C. Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer 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 ENGINEER 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 ENGINEER'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 ENGINEER.
- 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.

## 7.8

### 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 written notice to the ENGINEER 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 on work requiring special qualifications. When required in writing by the ENGINEER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the ENGINEER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the ENGINEER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.
2. 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. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on a Project under this Contract without specific approval of the ENGINEER.

3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Subcontractor 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.

7.9 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors 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".

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 utilities 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 ENGINEER.

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.

7.10 Traffic Control, Public Safety and Convenience:

- A. 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.
- B. 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 48 HOURS IN ADVANCE.
- C. Streets shall not be closed, except when and where directed by the ENGINEER, 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.
- D. 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 ENGINEER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the ENGINEER may direct.
- E. During working hours the CONTRACTOR shall furnish watchmen 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 ENGINEER shutting down the work until the CONTRACTOR shall have provided the necessary protection.
- F. No separate payment will be made for such signs, barricades, lights, flags, watchmen 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.
- G. Sidewalks, gutters, drains, fire hydrants and private drives shall, in so far 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.
- H. 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.

### 7.11 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.

### 7.12 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.

### 7.13 Concerning Subcontractors:

- A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Subcontractor 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 ENGINEER 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 annulment of same by the CONTRACTOR upon written order of the ENGINEER if the Subcontractor fails to comply with the requirements of this Contract.
- C. The CONTRACTOR shall be responsible to the CITY and ENGINEER 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 Subcontractor and the CITY or ENGINEER nor relieve the CONTRACTOR of any liability or obligation under this Contract.

### 7.14 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 ENGINEER, all material and equipment incorporated in the work shall be new and of current manufacture. The ENGINEER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.

3. The ENGINEER 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 ENGINEER 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 ENGINEER 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 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 7.10. 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

ENGINEER. 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 ENGINEER. 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.

7.15 Temporary Utilities:

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 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.

7.16 Review of Records:

The CONTRACTOR shall allow and permit the ENGINEER 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.

7.17 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 required by the Contract Documents, and shall not interfere with the premises or operation of the City Utilities facilities with construction equipment or other materials or equipment. Construction which interferes with Plant Operations shall be fully coordinated and approved by the ENGINEER.

7.18 CONTRACTOR's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms approved by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19 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 ENGINEER for examination and shall be delivered to ENGINEER upon completion of the work.

7.20 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.

7.21 Dust Control:

It shall be the CONTRACTOR's responsibility to control dust by watering as directed by the ENGINEER. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the ENGINEER, 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.

7.22 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.

7.23 Indemnification:

In consideration of the amount listed in the Bid Form and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants

or employees. Contractor further agrees to indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY as set forth in Section 768.28, Florida Statutes.

The CITY will pay to the Contractor the specific consideration, in the amount stated in the Bid Form. The Contractor shall acknowledge the receipt of payment and other good and valuable consideration from the Owner which has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Chapter F.S.A., Section 725.06.

## ARTICLE 8 - CITY'S RESPONSIBILITIES

### 8.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the ENGINEER.

### 8.2 Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

### 8.3 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.

### 8.4 Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

## ARTICLE 9 - ENGINEER'S STATUS

### 9.1 Authority of the Engineer:

- A. The general supervision of the execution of this Contract is vested in the ENGINEER who is the CITY's sole representative during the construction period. The instructions of the ENGINEER are to be strictly and promptly followed in every case. The CONTRACTOR's representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the ENGINEER during the absence of the CONTRACTOR.
- B. The ENGINEER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. Claims, disputes and other matters relating to the acceptability of work or requirements of the Contract Documents shall be referred in writing to the ENGINEER within 15 days of the event, with a request for a formal decision, which the ENGINEER will render in writing within a reasonable time. This rendering of a decision by the ENGINEER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.
- C. The ENGINEER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or ENGINEER believes a Change Order is justified, it shall be submitted.
- D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, work performed and the rate of progress of the work. Verification of the quantities of work performed for pay purposes is the responsibility of the ENGINEER.
- E. The ENGINEER also has the authority to disapprove or reject work which is defective, and may require special inspection or testing of the work, whether or not it is fabricated, installed or completed.
- F. The ENGINEER has the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to the unsuitable prosecution of the work, or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the ENGINEER.

## 9.2 Access to the Work:

The ENGINEER is to have free access to the materials and work at all times for laying out, measuring or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

## 9.3 Limitations on The ENGINEER's Responsibilities:

- A. Neither the ENGINEER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the work.
- C. The ENGINEER will not be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the work.

## 9.4 Inspectors:

- A. Inspectors employed by the CITY assist the ENGINEER in ascertaining the work conforms to the Contract Documents and are authorized to inspect all work done and material furnished as representatives of the ENGINEER. Inspectors shall be stationed at the site of the work to report to the ENGINEER as to the progress of the work and the quality of workmanship and material.
- B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the work until the question of issue can be referred to and decided upon by the ENGINEER.
- C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After

placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.

- D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the work by the latter. Any instructions which Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.
- E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of this Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

#### 9.5 Inspections:

- A. The ENGINEER will make, or have made, such inspections and tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.
- B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material which may be furnished by the CITY and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.
- C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the City of Hollywood shall be paid by the CONTRACTOR.
- D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the work in strict conformance with the requirements of the Contract Documents.

## ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

### 10.1 Changes in the Work or Terms of Contract Documents:

- A. Without invalidating the Contract and without notice to any surety CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Clarifications, Field Orders, or Change Orders.
- B. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change.

This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

### 10.2 Supplemental Instructions - Clarifications:

- A. The CITY, through the ENGINEER, shall have the right to approve and issue Clarifications setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Clarifications involve no change in the Contract Price or the Contract Time.
- B. The ENGINEER shall have the right to approve and issue Clarifications setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Clarifications involve no change in the Contract Price or the Contract Time.

### 10.3 Field Orders / Change Orders:

- A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Clarifications, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Field Orders or Change Orders approved in advance and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.
- B. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Field Order or Change Order setting forth the adjustments is approved by the CITY. Upon receipt of a Change Order CONTRACTOR shall promptly proceed with the work set forth within the document.

- C. Field Orders shall be issued for change in Contract Price related to Cost Allowances specifically included on the Proposal Bid Form. Change Orders shall be issued when required for all other Contract Price Changes. Hereinafter, the term "Change Order(s)" shall be used to include "Change Orders" and "Field Orders" with the exception that Field Order shall not be used for any Contract Time adjustments.
- D. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the work shall be performed on the "cost of work" basis as described in Article 10.4.
- E. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- F. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY.

#### 10.4 Value of Change Order Work:

- A. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - A.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 10.4.G.
  - A.2 By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.
  - A.3 On the basis of the "cost of work," determined as provided in this Article, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Article 10.4.D.
- B. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 10.4.C.
  - B.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the

Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

- B.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- B.3 Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors, If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- B.4 Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

- B.5 Supplemental costs including the following:  
The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses. The cost of utilities, fuel, and sanitary facilities at the site. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work. Cost of premiums for additional bonds and insurance required because of changes in the work.

- C. The term "cost of the work" shall not include any of the following:

- C.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in this Article, all of which are to be considered administrative costs covered by CONTRACTOR's fee.
- C.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.
- C.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.
- C.5 Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

- C.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Section.
- D. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
  - D.1 A mutually acceptable fixed fee or if none can be agreed upon,
  - D.2 A fee based on the following percentages of the various portions of the cost of the work:

For costs incurred under Article 10.4.B.1, CONTRACTOR's fee shall not exceed ten percent (10%).

For costs incurred under Article 10.4.B.3 and B.4, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%);

No fee shall be payable on the basis of costs itemized under Article 10.4.B.5 and Article 10.4.C.
- E. The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in anyone change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- F. Whenever the cost of any work is to be determined pursuant to Articles 10.4.B and 10.4.C, CONTRACTOR will submit in a form acceptable to CONSUL T ANT an itemized cost breakdown together with the supporting data.
- G. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- H. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to ENGINEER and CITY.
  - H.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
  - H.2 Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

- I. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

10.5 Notification and Claim for Change of Contract Price:

- A. Any claim for a change in the Contract Price shall be made by written notice by CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Price shall be in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

10.6 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. Failure of the CONTRACTOR to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

10.7 Records:

The CONTRACTOR's representative and the ENGINEER 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 ENGINEER and shall be signed by both the Inspector and the CONTRACTOR's representative, one copy being submitted to the ENGINEER and the other being retained by the CONTRACTOR.

10.8 Cancelled Items and Payments Therefore:

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 date of such cancellation or suspension, may be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon, become property of the CITY, or may be returned to the manufacturer for a reasonable restocking charge.

10.9 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 11 - CHANGES IN THE CONTRACT TIME

### 11.1 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.

### 11.2 Notification and Claim for Change of Contract Time:

- A. Any claim for a change in the Contract Time shall be made by written notice by the CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time shall be determined in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- B. The Contract Time will be extended an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made thereafter as provided in Article 11.2. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fire, floods, labor disputes, epidemics, abnormal weather conditions or acts of God

### 11.3 Basis for Extension:

Extensions of time shall be considered 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 12.3 or Article 15.1, 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.

11.4 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.

11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the ENGINEER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6 Change of Time and Inspection and Testing:

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

11.7 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.

11.8 Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 3 of the Supplementary General Conditions.

ARTICLE 12 - WARRANTY AND GUARANTEE;  
TEST AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER 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.

12.2 Tests and Inspections:

- A. The CONTRACTOR shall give the ENGINEER 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. All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, 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 ENGINEER'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 ENGINEER's acceptance thereof for incorporation in the work and as otherwise specified in the Contract Documents.
- E. Neither observations by the ENGINEER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

12.3 Uncovering Work:

- A. If any work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER, it must, if requested, by the ENGINEER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR's expense.

- B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.
- C. If the ENGINEER considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER 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 therefor in accordance with Article 10.2 and Article 11.2.

#### 12.4 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.

#### 12.5 Correction or Removal of Defective Work:

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

#### 12.6 One Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion as applicable, 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 ENGINEER's written instructions, either correct such defective work, or if it has been rejected by the ENGINEER remove it from the site and replace it with nondefective 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 ENGINEER 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.

#### 12.7 Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective work, the ENGINEER prefers to accept it, he may do so. In such case, if acceptance occurs prior to the ENGINEER'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.

#### 12.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER to proceed to correct and to correct defective work or to remove and replace rejected work as required by the ENGINEER 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 ENGINEER, 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 13 - PAYMENTS TO THE CONTRACTOR

### 13.1 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 ENGINEER.

### 13.2 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, templets, 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.

### 13.3 Schedule of Values: (Lump Sum Price Breakdown)

A Schedule of Values must be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 2.13 of the Section II – Special Terms and Conditions. The schedules shall be satisfactory in form and substance to the ENGINEER, 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 ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

### 13.4 Changed Conditions: (Unit Price Only)

It is mutually agreed that due to latent field conditions which can not 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.

### 13.5 Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the ENGINEER 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 Schedule of Values, and any other supporting documentation as the ENGINEER may reasonably require.

13.6 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 ENGINEER, as will establish the CITY's title to the material and equipment and protect the CITY's interest therein, including applicable insurance.

13.7 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 5%.

13.8 Retainage:

The amount of retainage with respect to progress payments will be 5% until completion of the construction services purchased pursuant to the Contract.

13.9 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").

13.10 Review of Application for Payment:

The ENGINEER will, within seven (7) days, 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 ENGINEER 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 ENGINEER'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 Article 12.8.
- 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.

13.11 Payment to the Contractor:

Payments are made only on the fifteenth day or first workday thereafter of each month.

ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION,  
FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE

14.1 Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the ENGINEER, certify that the entire work is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the ENGINEER shall make an inspection of the work to determine the status of completion. If the ENGINEER does not consider the work substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the work substantially complete, the ENGINEER 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 proposed Punch List, developed by the CONTRACTOR, of items to be completed or corrected before final payment.

Within ten (10) days after delivery of the certificate, the CITY shall review the proposed Punch List and either approve it or contact the CONTRACTOR to commence good faith efforts to develop a Punch List that is satisfactory to both parties. If the parties are unable to resolve any differences they may have in the development of the Punch List, the ENGINEER shall resolve their differences. The parties shall expedite the process of developing the Punch List with the intent of finalizing the Punch List within sixty (60) days after the date of Substantial Completion.

At the time of delivery of the Certificate of Substantial Completion the ENGINEER 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, utilities 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.

14.2 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 ENGINEER 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 ENGINEER at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the ENGINEER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the ENGINEER that said part of the work is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the ENGINEER in writing that the CONTRACTOR considers any such part of the work ready for its intended use and substantially complete and request the ENGINEER to issue a Certificate of Substantial Complete for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER shall make an inspection of that part of the work to determine its status of completion. If the ENGINEER does not consider that part of the work to be substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefore. If the ENGINEER 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. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

#### 14.3 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.

#### 14.4 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 ENGINEER 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.

#### 14.5 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents; all as required by the Contract Documents and after the ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.9) 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 Subcontractor 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.

#### 14.6 Final Payment and Acceptance:

If on the basis of the ENGINEER's observation of the work during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will recommend payment. Thereupon the ENGINEER will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

#### 14.7 Payment of Retainage Without Final Completion:

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the CITY shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, 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 5.2, 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 ENGINEER 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.

14.8 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 ENGINEER, 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 ENGINEER pursuant to Article 14.6, 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 14.9).

14.9 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 14.4 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 15 - SUSPENSION OF WORK AND TERMINATION

### 15.1 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 ninety (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.

### 15.2 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 ENGINEER.
  9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.
- 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 engineers, architects, 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 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 engineers, architects, attorneys and other professionals and court and arbitration costs).

15.3 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 ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails for sixty (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 to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

- END OF SECTION -

ATTACHMENT C  
SUPPLEMENTARY GENERAL CONDITIONS  
INDEX TO ARTICLES

1. Project Schedule	00800-2
2. Insurance Requirements (Not Used)	00800-3
3. Liquidated Damages	00800-4
4. Restricted Area	00800-5
5. Existing Facilities and Structures	00800-5
6. Explosives	00800-5
7. Contract Documents	00800-5
8. Required Notifications	00800-5
9. Notice of Completion	00800-5
10. Prevailing Wage Requirement	00800-5
11. Inspections and Testing During Overtime	00800-6
12. Retainage	00800-6
13. Owner's Contingency (Not Used)	00800-8

**General Note:**

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

**1. Project Schedule**

Time is of the essence for this work. The following defines the schedule for the project:

**CONSTRUCTION WORK SCHEDULE  
CONSTRUCTION / STARTUP / ACCEPTANCE:**

Major Milestones	Completion Time (Calendar Days)	Liquidated Damages (Per Day)
Substantial Completion	<b>180</b>	<b>\$1,000.00</b>
Project Closeout	<b>210</b>	<b>\$1,000.00</b>

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

**Substantial Completion**

1. Refer to Attachment B - General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).
2. Substantial Completion shall also include:
  - Completion of all construction work associated with the specific “Major Milestone” listed in the construction work schedule including completion of punch list items. “Completion of punch list items” shall be as determined by the Engineer in the field.
  - Coating touchup completed.
  - Record shop drawings and O&M submittals received and accepted by the Engineer.
  - Record drawing red-lines received and accepted by the Engineer.

- Guarantee certifications, performance affidavits, and all other certifications received and accepted by the Engineer.

Contractor shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

### **Project Closeout**

1. Refer to Division 1 General Requirement, Section 01700 Project Closeout.
2. Project Closeout shall also include:
  - All requirements of substantial completion met plus the following
  - Site cleanup and restoration completed
  - All other sitework completed
  - Minor punch list items completed (minor as defined by the Engineer in the field)
  - Demobilization completed
  - Releases from all parties who are entitled to claims

The title "Engineer" utilized in these descriptions for substantial and final completion shall mean the City staff engineer assigned to this project, or his designated representative.

2. **Insurance Requirements (Not Used. Refer to ARTICLE 2.25 of SECTION II – SPECIAL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS)**

**3. Liquidated Damages**

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>	<u>Liquidated Damages (Per Day)</u>
Substantial Completion	<b>180</b>	<b>\$1,000.00</b>
Project Closeout	<b>210</b>	<b>\$1,000.00</b>

The CITY is hereby authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the work under this contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be \$1000/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times.

4. **Restricted Area**

The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. **Existing Facilities and Structures**

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. **Explosives**

Explosives shall not be used on this project.

7. **Contract Documents**

The CITY will provide the CONTRACTOR with one (1) set of Contract Documents after the Notice to Proceed.

8. **Required Notifications**

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets or alleyways, or other activity which requires the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY of Hollywood Fire and Police Communications Section at (954) 967-4321.

9. **Notice of Completion**

See attached form.

10. **Prevailing Wage Requirement**

A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing rate of wages and fringe benefits payment 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 issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website <http://www.access.gpo.gov/davisbacon>).

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

- B. Upon commencement of work, the CONTRACTOR and all of his/her SUB-CONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this Article.
- C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over \$1,000,000.00 (one million dollars) and (B) All other projects over \$500,000.00 (five hundred thousand dollars).

## **11. Inspections and Testing During Overtime**

- A. The following supplement Article 3.15 and 3.16 of the General Conditions:

For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY three (3) days in advance. The CITY will provide inspection services for all overtime work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

Similarly, Holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

- B. Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for "normal" work hours, days, etc.

Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

## **12. Retainage**

After 50-percent completion of the construction services purchased pursuant to this contract, CONTRACTOR may present to CITY a payment request for one-half of the retainage then held by CITY. CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statute Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR the balance of retainage then held by CITY.

**13. Owner's Contingency (NOT USED)**

*This allowance is in its entirety dedicated for the use of the Owner (The City of Hollywood) to address conditions (or work) associated with undefined conditions. All work resulting from undefined conditions shall be authorized in writing and in advance by the Owner, specifically the Director of Public Services, through the full execution of a Field Order. The actual amount to be paid per Field Order will be negotiated and agreed by both parties (the Owner and the Contractor). The final/negotiated amount of the field order will be deducted from the Owner's Allowance designated in the Bid Proposal and Schedule of Values. The Owner reserves the right to award none, any portion of, or all of the money associated with this allowance. By executing the CONTRACT between the City of Hollywood and the Contractor, the Contractor acknowledges that under no circumstances he or she should assume that he or she would be entitled to any amounts set aside by the City of Hollywood within the Owner's Allowance.*

# CERTIFICATE OF SUBSTANTIAL COMPLETION

**PROJECT:**

**ENGINEER:**

**TO:**

**CONTRACTOR:**

**CONTRACT FOR:**

**NOTICE TO PROCEED DATE:**

**DATE OF ISSUANCE:**

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Portions of the work performed under this Contract as described above, have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as \_\_\_\_\_ which is also the date of commencement of applicable warranties required by the Contract Documents for the noted area.

## **DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the ENGINEER ("Date of Issuance" above) when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER, for the above referenced "Project or Designated Portion" is attached to this form (attached "Punch List" dated \_\_\_\_\_).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents.

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Please note that in accordance with Article 14 General Conditions, Public Utilities the Contractor retains full responsibility for the satisfactory completion of all work regardless of whether the Owner occupies and / or operates a part of the facility and that the taking possession and use of such work shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

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<b>ENGINEER</b>	<b>BY</b>	<b>DATE</b>
-----------------	-----------	-------------

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<b>CONTRACTOR</b>	<b>BY</b>	<b>DATE</b>
-------------------	-----------	-------------

The CITY OF HOLLYWOOD, through the City's authorized representative, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_(time) on \_\_\_\_\_  
\_\_\_\_\_ (date).

---

**BY**

**DATE**

- END OF SECTION -

**PROJECT 4259**

**CITY OF HOLLYWOOD**  
**ATTACHMENT D - SPECIFICATIONS**  
**FOR**  
**Reclaim Transfer Pump Replacement**

**January 2024**



Prepared by:

**ENGINEERING SUPPORT SERVICES DIVISION**

1621 N 14<sup>th</sup> Avenue  
PO Box 229045  
Hollywood, FL 33022-9045

**BID PACKAGE**

**FOR**

**RECLAIM TRANSFER PUMP REPLACEMENT**

**IFB-153-24-JJ**

**SUBMITTED BY:** \_\_\_\_\_

**January 2024**

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**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
RECLAIM TRANSFER PUMP REPLACEMENT**

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## SECTION 01010

### SUMMARY OF WORK

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper construction of the work in good faith by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.
- B. Prior to construction, the CONTRACTOR shall locate and verify potential existing utilities in their working area. The utility verifications consist of excavation to verify tie-in points and to locate potential conflicts that may affect the work. The CONTRACTOR shall be responsible for the coordination of this work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.

##### 1.02 SCOPE

- A. The work to be performed includes process mechanical and structural work associated with the construction of the proposed improvements depicted on the Contract Documents. CONTRACTORS will be selected based upon qualifications, cost, and their ability to perform the required services during the stipulated contract period.

The contractor shall perform the work in accordance with all permits.

- B. It is the intent of the CITY to obtain a complete and working installation under this contract and any items of labor, materials, or equipment, which may be reasonably assumed as necessary to accomplish this end, should be supplied whether or not specifically shown on the plans or described herein. Maintenance of the existing utility systems is mandated through the construction period.

##### 1.03 WORK BY OTHERS

- A. The CONTRACTOR shall cooperate fully with all utility forces of the CITY, or other public or private agencies engaged in the relocation, altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.
- B. The CONTRACTOR'S attention is directed to the fact that work will be conducted at the site by other contractors during the performance of the work under this Contract. The

CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

- C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that Work on one contract may interfere with that on another, the CITY shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contractor, such privilege of access or any other reasonable privilege may be granted by the CITY to CONTRACTOR. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage.

#### 1.04 LOCATION OF THE PROJECT

- A. The location of the project is the City of Hollywood Water Treatment Plant at 3441 Hollywood Blvd in Hollywood, FL 33021.

#### 1.05 CONTRACT DRAWINGS

- A. The work to be performed shall be as shown on the Contract Documents.

#### 1.06 CONTRACTOR FURNISHED MATERIAL AND EQUIPMENT

- A. All equipment, materials, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years.

#### 1.07 DRAWINGS OF EXISTING FACILITIES

- A. Drawings of the existing facilities may be inspected at the City's Engineering Support Services Office. These drawings are for information only and are not a part of the Contract Documents. In making these drawings available for inspection, the CITY makes no guarantee, either expressed or implied, as to their accuracy or completeness.
- B. The CONTRACTOR shall contact representatives for other utilities, facilities in proximity of the work and Sunshine One Call Inc., to obtain the as-built information from them directly. The utilities shown on Drawings are based upon available records supplied from various sources. The CITY makes no guarantee, either expressed or implied, as to their accuracy or completeness.

#### 1.08 ITEMS SPECIFIED ON DOCUMENTS

- A. Certain items of material and/or equipment, and their installation may be specified on the Drawings and not mentioned in the Specifications. Such items are to be considered as both shown on the Drawings and not mentioned on the Specifications. Such items are to

be considered as both shown on the Drawings and noted in the Specifications and be provided by the CONTRACTOR in accordance with the Specification on the Documents.

#### 1.09 FIELD LAYOUT OF WORK

- A. All work under this Contract shall be constructed in accordance with Contract Drawings or as directed by the ENGINEER. Elevations of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the CITY for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense.
- C. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction. The CITY will furnish information and location of existing benchmarks.
- D. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes.
- E. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the CITY. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.
- F. The CITY may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the CITY in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR and he shall accept all responsibility for the accuracy and completeness of his work.

#### 1.10 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations and field offices as applicable. Off-site storage of materials, if required, shall be arranged for by the CONTRACTOR and a copy of an agreement for use of other property shall be furnished to the CITY.

#### 1.11 CITY USE OF THE PROJECT SITE

- A. The CITY may utilize all or part of the existing facilities during the entire period of construction for the conduct of the CITY's normal operations. The CONTRACTOR shall cooperate with the CITY to minimize interference with the CONTRACTOR's operations and to facilitate the CITY's operations.

#### 1.12 PARTIAL UTILIZATION OF THE WORK BY CITY

- A. The CONTRACTOR is hereby advised that the CITY may accept the responsibility for the maintenance and protection of a specific portion of the project if utilized prior to completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project.

#### 1.13 SITE CONDITIONS

- A. The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by any Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The CITY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the CITY.
- B. CONTRACTOR shall also take color photographs and digital videos to document pre-existing above-ground conditions and shall provide the CITY with a set of photographs and videos if requested. These photographs and videos may be used for purposes of restoration documentation.

#### 1.14 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly and before such conditions are disturbed, notify the CITY in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for this contract. The CITY will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- B. No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in Paragraph A.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01025 – BASIS OF PAYMENT

### PART 1 -- GENERAL

#### 1.01 SCOPE OF WORK

- A. Payments to the CONTRACTOR shall be made on the basis of the Bid Proposal 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.
- B. The prices stated in the Bid Form include full compensation for overhead and profit, 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 details and specified herein. The Basis of Payment for an item at the price shown in the Bid Form shall be in accordance with its description of the item in this Section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents. The items listed below, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, underground utility locating, maintenance of traffic, site preparation, removal of waste, site cleanup, watchmen, bonds, insurance, mobilization, demobilization, and any other requirements of the General Conditions and Bidding and Contract Requirements. Compensation for all such services, equipment and materials shall be included in the prices stipulated for the unit pay items listed herein.
- C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost for any item of work has not been established in the Bid Proposal or this Section, the cost for that Work shall be included in some other applicable Bid item, so that the Proposal for the project reflects the total price for completing the work in its entirety. It is intended that all work required to complete this Contract will be included in the various items as described herein.
- D. In the event that repairs to laterals, mains, manholes, force mains, utilities, or any other public or private property are required due to damage caused by the CONTRACTOR's operations, the CONTRACTOR shall provide and employ all necessary labor, equipment, and materials, at no additional cost, to complete such repairs in accordance with applicable provisions of these specifications. This shall include but not be limited to materials for repair, if required, including pipe, fittings and specials, pipe bedding, and materials for surface restoration; transportation and handling costs delivered to the work site; any bypass pumping; providing provisional sewers to maintain service; complying with the State of Florida Trench Safety Act, including shoring; removal, transportation and disposal of existing sewer excavation; supporting and protecting existing utilities as required; dewatering; sheeting and shoring, if necessary; furnishing and installing replacement pipe, fittings and repair couplings; unloading material and placing it in the trench; cutting pipe;

furnishing and installing joint materials including lubricant; making all connections within the lines to existing sewers, laterals and structures; placing and compacting bedding and backfill; furnishing and installing additional suitable backfill material, if required; furnishing all materials and equipment required to clean and test the sewer; cleaning and testing the sewer; temporary paving installation and removal; permanent paving replacement; replacement of pavement markings as existed before repair; replacing utilities, catch basins, manholes, trees, grass, shrubs, mail boxes, sprinkler systems, concrete or rock bed driveways, sidewalk and all other similar items, to original locations and to equal or better than original conditions; obtaining and paying for any necessary permits; satisfying all requirements of the permits, and all other appurtenant and miscellaneous items and work including final cleanup.

- E. The CITY will not provide any space or place to store materials for this project. No payment will be made for stored materials.
- F. The CITY will not provide for disposal of any solids resulting from sewer cleaning. The CONTRACTOR shall obtain permits and make arrangements as required to properly dispose of solids. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the CONTRACTOR in a legal and sanitary manner as approved by appropriate authorities, at the CONTRACTOR's cost.
- G. Unless otherwise specifically stated elsewhere herein, the CONTRACTOR shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the CITY or the CONTRACTOR and installed as a part of this Project. Further, any test materials supplied by the CONTRACTOR shall be completely satisfactory to the CITY. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the Engineer whose decision shall be final. Any material considered not suitable shall be immediately replaced by the CONTRACTOR with suitable material and no extra compensation will be allowed.
- H. The Basis of Payment for an item at the price shown in the Bid Form shall be in accordance with its description of the item in this Section and as related to the work specified in the standard details and specifications. Unit prices where used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- I. CONTRACTOR'S attention is called to the fact that the quotations for the various items of work are intended to obtain a complete and working installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein. Should the CONTRACTOR feel that the cost of any item of work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that work in the Bid Item that most closely associates with that work so that his proposal for the project does reflect his total price for completing the work in its entirety.
- J. Whenever "Limits of Construction" is referred to, the limit of construction shall be within an area 7.5 feet each side of the centerline of the pipe and no more than five feet beyond the end of the new pipe installed.

#### 1.04 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the Bid Form as described in Section V, unless otherwise specified. The CITY will witness all field measurements.
- B. The quantities stated in the Bid Form are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the Project. The CITY does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Form; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the CITY as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

#### 1.05 PAYMENT ITEMS – MOBILIZATION AND DEMOBILIZATION

For purposes of describing items appearing in the Proposal Bid Form, pricing for each item shall include work and components described below.

- A. Item No. 1 – Mobilization: The lump sum price bid for this item shall be full compensation for all mobilization activities, including but not limited to bonds, insurance, scheduling and other permit package, temporary facilities, audio-video documentation of the existing site, any space required for staging, laydown, survey, storage, parking, etc., and all other activities necessary to prepare to complete the contract work. The payment items for mobilization shall not exceed 3% of the sum of Bid Items No. 3 through 18.
- B. Item No. 2 – Demobilization: Payment for completing all other work including but not limited to finish grading, demobilization, site cleanup, final restoration and - all as per the Technical Specifications and Contract Drawings. The payment items for demobilization shall be lump sum and not be less than 2 percent of the sum of Bid Items No. 3 through 18.

#### 1.06 PAYMENT ITEMS – RECLAIM TRANSFER PUMP, INSTRUMENTATION, AND VAULT

- C. Item No. 3 – Progressive Cavity Pumps: The unit price bid includes full compensation for all work including, all labor, equipment and material necessary to properly furnish and replace existing reclaim transfer pumps with new, fully functional, progressive cavity pumps. Payment shall be based upon the unit price per item, all in accordance with the requirements of the Contract Documents. The existing reclaim transfer pumps shall be replaced with DISCFLO Pump Model GPI403-12-2HHD or approved equal. Pumps must be able to achieve 16.5 feet of head and have a capacity of 400 gpm. Pumps must also be compatible with VFDs as specified in Bid Item No. 5, approved by the pump manufacturer, and be able to pump sludge that may contain anthracite. This Bid Item includes, but is not limited to, field survey, confirmation of dimensions of spool pieces after field verification, necessary valves and associated fittings not otherwise accounted for in the Bid Items, shop drawing submittal, daily and final site cleaning, painting, concrete support repair and replacement as needed, all required electrical installation to local control panel or junction box, pump startup and testing, and other related work not defined in other Bid items. The size and location of electrical conduit, local

control panel, and VFD shall be recommended by contractor per field condition and submitted for approval as a shop drawing. The City reserves the right to award any, all, or none of the money associated with this bid item.

- D. Items 4 – Removal and Disposal of Pumps and Piping: The set price of this item includes full compensation for all labor, material, and equipment necessary to remove and dispose of all piping, pumps, valves, and appurtenances as shown in the Contract Documents. Payment will be made on a lump sum basis and shall include removal and disposal of said items to approved landfill. The City reserves the right to award any, all, or none of the money associated with this bid item.
- E. Item No. 5 – VFDs: The unit price bid includes full compensation for all work including, all labor, equipment, and material necessary to properly furnish and install each item to be fully functional. Payment shall be based upon the unit price per item, all in accordance with the requirements of the Contract Documents. The new reclaim transfer pumps should be outfitted with Variable Frequency Drives (VFDs) that are IP66/Type Outdoor Enclosure VFDs by Danfoss or an equal proposed by the pump manufacturer and approved by the City. VFD speed shall be able to be adjusted at the local control panel. This Bid Item includes, but is not limited to, verification of proposed field locations, shop drawing submittal, daily and final site cleaning, coordination with plant staff for VFD monitoring requirements, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.
- F. Item No. 6 – ¼” Pressure Gauge Installation: The unit price bid includes full compensation for all work including, all labor, equipment, and material necessary to properly furnish and install each item to be fully functional. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. The City will provide pressure gauges and the Contractor is responsible for the installation. This Bid Item includes, but is not limited to, installation, daily and final site cleaning, coordination with plant staff, and other related work not defined in other Bid items. The City reserves the right to award any, all, or none of the money associated with this bid item.

#### 1.07 PAYMENT ITEMS – PIPING, VALVES, AND FITTINGS

- G. Item 7 – 6” DIP Tee: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and install a new DIP tee. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.
- H. Item 8 – 6” DIP Elbow: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and install new DIP elbows. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.
- I. Item 9 – 8” DIP Elbow: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and

install new DIP reducing elbows. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.

- J. Items 10, 11, and 12 – 6” Ball Valves, Pinch Valves, and Check Valves: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and install new valves. Pinch and Check Valves should be manufactured by CLA-VAL or an equal vendor approved by the City. Ball Valves should be manufactured by DeZURIK or an equal vendor approved by the City. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.
- K. Item 13 – 6” Schedule 80 PVC Piping: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and install new Schedule 80 PVC piping including pipe supports. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.
- L. Items 14 – 6” x 4” DIP Reducer: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and install new DIP reducers. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.
- M. Items 15 – 6” x 8” DIP Reducer: The unit bid prices include full compensation for all labor, equipment, materials, delivery, testing, and commissioning for all work necessary and required to furnish and install new DIP reducers. Payment shall be based upon the unit price to install each item, all in accordance with the requirements of the Contract Documents. This Bid Item includes, but is not limited to, shop drawing submittal, daily and final site cleaning, and other related work not defined in other Bid Items. The City reserves the right to award any, all, or none of the money associated with this bid item.

#### 1.08 PAYMENT ITEMS – LABOR

- N. Items 16 to 18 – Labor: Payment for all labor required to perform project work not included in other bid items shall be based upon actual hours of labor service times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing transportation, labor, tools, supplies, fuel, power, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Documents. The minimum crew that shall respond immediately shall consist of one Project Manager, one Foreman, and one Laborer. All work under these items shall be completed following the CITY’s request and with CITY approval in advance.

## 1.09 PAYMENT ITEMS – EQUIPMENT COST

- O. Item 19 – Utility/ Lift Station Truck with Crane: Payment for equipment required to perform project work not included in other bid item, shall be based upon actual hours of running time at the job site with an operator times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing materials, equipment, tools, supplies, fuel, power, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Document. The CONTRACTOR shall keep the CITY informed of all time periods their equipment works on a project approved under this item. All work under these items shall be completed following the CITY's request and with CITY approval in advance.

## 1.10 PAYMENT ITEMS - GENERAL ITEMS/ALLOWANCES

- A. Item 20 – Allowance for Repair of Concrete Pump Slabs As Needed: Included in this allowance is work associated with repair of the concrete pump slabs in order to allow for the installation of new pumps and removal of the old pumps. All work authorized for payment will be authorized in writing by the CITY in advance. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- B. Item 21 – Cost Allowance for Permits, Licenses and Fees: The allowance indicated for this item is to pay for all permits, licenses and other fees required of the CONTRACTOR from the various agencies having jurisdiction for construction of the project. The allowance shown on the Bid Proposal is an estimate of fees required. Payment will be based on the actual permit, license or fee paid directly to agency, documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees. Fees specifically excluded from this allowance include but are not limited to re-inspection fees and expired permit fees. The CITY reserves the right to award any, all, or none of the money associated with this allowance.
- C. Item 22 – Consideration for Indemnification: In recognition of the CONTRACTOR'S indemnification obligations, the CITY will pay to the CONTRACTOR the specific consideration of ten dollars (\$10.00). Payment of said specific consideration shall be made at the time of the payment of the first progress estimate and the CONTRACTOR shall acknowledge payment of this consideration by letter to the CITY after receipt of the progress payment.
- D. Item 23 – Miscellaneous Work Allowance/Contingency: Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions incidental to the work done under this contract. All work authorized for payment will be authorized in writing by the CITY in advance. The CITY reserves the right to award any, all, or none of the money associated with this allowance.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION –

## SECTION 01090

### APPLICABLE STANDARDS AND CODES

#### **Part 1 - GENERAL**

##### 1.01 THE REQUIREMENT

- A. Wherever references are made in these specifications to any published standards, codes, standard specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. References shall be to the latest versions currently in effect, unless otherwise specified by the City and/or Engineer. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.
- B. The following is a partial list of typical abbreviations which may be used in the Specifications, and the organizations to which they refer. Abbreviated titles for other governing standards are used throughout these specifications and, although most of them are widely known, their complete titles are given below to avoid misunderstanding:
1. AAMA - Architectural Aluminum Manufacturer's Association
  2. AASHTO - American Association of the State Highway and
  3. ACI - American Concrete Institute
  4. ACI - American Concrete Institute
  5. ACIFS - American Cast Iron Flange Standards
  6. ACOE - Army Corps of Engineers
  7. ACPA - American Concrete Pipe Association
  8. AFBMA - Anti-Friction Bearing Manufacturer's Association
  9. AGMA - American Gear Manufacturer's Association
  10. AGA - American Gas Association
  11. AGMA - American Gear Manufacturers Association
  12. AHGDA - American Hot Dip Galvanizers Association
  13. AI - The Asphalt Institute
  14. AIA - American Institute of Architects
  15. AISC - American Institute of Steel Construction

16. AISI - American Iron and Steel Institute
17. AITC - American Institute of Timber Construction
18. AMCA - Air Moving and Conditioning Association
19. ANSI - American National Standards Institute, Inc.
20. APA - American Plywood Association
21. API - American Petroleum Institute
22. APHA - American Public Health Association
23. APWA - American Public Works Association
24. ASA - Acoustical Society of America
25. ASAE - American Society of Agriculture Engineers
26. ASCE - American Society of Civil Engineers
27. ASHRAE - American Society of Heating, Refrigerating, and Air-Conditioning Engineers
28. ASLE - American Society of Lubricating Engineers
29. ASME - American Society of Mechanical Engineers
30. ASMM - Architectural Sheet Metal Manual
31. ASSE - American Society of Sanitary Engineers
32. ASTM - American Society for Testing and Materials
33. AWI - Architectural Woodwork Institute
34. AWPA - American Wood Preservers Association
35. AWPI - American Wood Preservers Institute
36. AWS - American Welding Society
37. AWWA - American Water Works Association
38. BCEPGMD - Broward County Environmental Protection and Growth Management Department (formerly BCEPD)
39. BCHD - Broward County Health Department
40. BHMA - Builders Hardware Manufacturer's Association
41. CMA - Concrete Masonry Association
42. CRSI - Concrete Reinforcing Steel Institute
43. CSA - Canadian Standards Association
44. DHI - Door and Hardware Institute

45. DIPRA - Ductile Iron Pipe Research Association
46. EIA - Electronic Industries Association
47. ETL - Electrical Test Laboratories
48. FBC - Florida Building Code
49. FDEP - Florida Department of Environmental Protection
50. FDOT - Florida Department of Transportation
51. FS - Federal Specifications
52. ICEA - Insulated Cable Engineers Association
53. IEEE - Institute of Electrical and Electronics Engineers
54. IES - Illuminating Engineering Society
55. IPCEA - Insulated Power Cable Engineers Association
56. ISA - Instrument Systems and Automation
57. ISO - International Organization for Standardization
58. MBMA - Metal Building Manufacturers Association
59. MMA - Monorail Manufacturers Association
60. MTI - Marine Testing Institute
61. NAAMM - National Association of Architectural Metal Manufacturers
62. NACE - National Association of Corrosion Engineers
63. NBS - National Bureau of Standards
64. NCPI - National Clay Pipe Institute
65. NEC - National Electrical Code
66. NEMA - National Electrical Manufacturer's Association
67. NFPA - National Fire Protection Association
68. NLMA - National Lumber Manufacturers Association
69. NIOSH - National Institute of Occupational Safety and Health
70. NIST - National Institute of Standards and Testing
71. NRCA - National Roofing Contractors Association
72. NSF - National Science Foundation
73. OSHA - Occupational Safety and Health Administration
74. PCA - Portland Cement Association
75. SMACCCNA - Sheet Metal and Air Conditioning Contractors National Association

76. SAE - Society of Automotive Engineers Standards
77. SHBI - Steel Heating Boiler Institute
78. SMACCNA - Sheet Metal and Air Conditioning Contractors National Association
79. SSPC - Steel Structures Painting Council
80. SSPWC - Standard Specifications for Public Works Construction
81. SFWMD - South Florida Water Management District
82. UL - Underwriters Laboratories, Inc.

C. CONTRACTOR shall, when required, furnish evidence satisfactory to the ENGINEER that materials and methods are in accordance with such standards where so specified.

D. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the CONTRACTOR.

**Part 2 - PRODUCTS (Not Used)**

**Part 3 - EXECUTION (Not Used)**

- END OF SECTION -

## SECTION 01300

### SUBMITTALS

#### Part 1 - GENERAL

##### 1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals, whether their final destination is to the City, Engineer, or other representatives of the City, shall be directed through the Engineer. A summary of the key types of submittals and the number of copies required is as follows:

<u>Copies to Engineer</u>	<u>Type of Submittal</u>
1	Construction schedule
1	Schedule of payment items
1	Audio visual preconstruction record
6	Progress estimates
4	Shop drawings
4	Certificates of compliance
2	Warranties
1*	Product samples
1	Record drawings
5	Final Record Drawings
1	Asset Management Spreadsheet

\*Unless otherwise required in the specific Section where requested.

##### 1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a form acceptable to the Engineer, clearly identifying the project Contractor, the enclosed material and other pertinent information specified in other parts of this section. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.

- C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

### 1.03 CONSTRUCTION PROGRESS SCHEDULE

- A. The Contractor shall have the capability of preparing and utilizing the specified construction progress scheduling techniques. A statement of capability shall be submitted in writing to the Engineer with the return of the executed Agreement to the City and will verify that either the Contractor's organization has in-house capability qualified to use the technique or that the Contractor employs a consultant who is so qualified. Capability shall be verified by description of the construction projects to which the Contractor or its consultant has successfully applied the scheduling technique and which were controlled throughout the duration of the project by means of systematic use and updating of the construction progress schedule, the network analysis and associated reports. The submittal shall include the name of the individual on the Contractor's staff who will be responsible for the construction progress schedule, and associated reports and for providing the required updating information of same. The Contractor shall submit its proposed progress (baseline) schedule to the Engineer for review and comment within thirty days of the Notice to Award. The Engineer shall have the authority to determine acceptability/correctness of the schedule logic and activity interrelationships. The use of extraneous, nonworking activities and activities which add restraints to the construction schedule shall not be accepted. Baseline schedules that do not meet their contract completion dates shall not be accepted.
- B. The Contractor's progress schedule (baseline and monthly updates) shall be computer generated and resource loaded. Each construction progress schedule, and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float, and Late Start Date. Each schedule and report shall include the following minimum items.
  - 1. Activity Numbers
  - 2. Estimated Duration
  - 3. Activity Description
  - 4. Early Start Date (Calendar Dated)
  - 5. Early Finish Date (Calendar Dated)
  - 6. Latest Allowable Start Date (Calendar Dated)
  - 7. Latest Allowable Finish Date (Calendar Dated)
  - 8. Status (whether critical)
  - 9. Estimated Cost of The Activity
  - 10. Total Float and Free Float

- C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:
1. Contract Name and Number
  2. Contractor's Name
  3. Contract Duration and Float
  4. Contract Schedule
  5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed)
- D. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays and all other special requirements of the Work. A total of six (6) days for adverse weather shall also be allowed for in the progress schedule.
- E. If the Contractor desires to make changes in its method of operating which affect the construction progress schedule and related items, the Contractor shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, nonworking activities and activities which add restraints to the construction progress schedule shall not be accepted.
- F. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City by the Contractor.
- G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the Engineer.
- H. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule, including a computer generated schedule revision to reflect proposed actions.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
  2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
  3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
- I. If when so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.
- J. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- K. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.
- L. The contract time will be adjusted only in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.
- M. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the Work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.
- N. Available float time may be used by the City through the City's Engineer.
- O. The City controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates, the City may initiate

changes that absorb float time only. City initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City initiated changes competing for the same float time.

- P. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within any applicable completion date, notwithstanding the review of the schedule by the Engineer.
- Q. Review and acceptance of the construction progress schedule, and related reports, by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the Work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.
- R. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.
- S. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the Work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related Work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the project within the contract time. The project critical path shall be clearly identified in color or by other means acceptable to the Engineer.
- T. The progress schedule shall be plotted on 22-inch by 34-inch and 11-inch by 17-inch paper and shall be revised and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Ten (one 22-inch by 34-inch and nine 11-inch by 17-inch), schedules, required schedule "sorts" (tabulations) and an electronic copy of the baseline schedule shall be submitted for review and acceptance. Five (one 22-inch by 34-inch and four 11-inch x 17-inch) up-to-date copies of the schedule and five copies of tabulations and an electronic copy shall be submitted along with the application for monthly progress payments for the same period.

- U. The construction progress schedule shall be developed and maintained using Primavera Sure Trak as manufactured by Primavera Systems, Inc., or equal.

#### 1.04 SCHEDULE OF PAYMENT VALUES

- A. The Contractor shall submit a Schedule of Payment Values, in accordance with Section 01025, for all items in the proposal that are to be paid for on a lump sum basis. The schedule shall contain the labor and material values of the component parts of Work for the purpose of making progress payments during the construction period. The Schedule of Payment Values shall directly correlate on an item by item basis (unless otherwise accepted by the Engineer) to each individual activity detailed in the construction progress schedule.
- B. The schedule shall be given in sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.
- C. If the Contractor anticipates the need for payment for materials stored on the project site, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Items.
- D. The Contractor shall expand or modify the above schedule and materials listing as required by the Engineer's initial or subsequent reviews.
- E. The Contractor shall update the Schedule of Payment Values monthly for reviewing by the Engineer. The payment applications shall be reviewed by the Engineer in accordance with the updated Schedule of Payment Values.

#### 1.05 SHOP DRAWINGS, PROJECT DATA AND SAMPLES

- A. General: A Shop Drawing Submittal Schedule shall be provided by the Contractor within thirty (30) days of the Notice to Proceed.
- B. The Contractor shall furnish for review four (4) copies of shop drawings, project data, samples and other submittal items required by the Contract Documents. Two (2) copies shall be returned to the Contractor stamped "Furnish as Submitted" or "Furnish as Corrected". Where major corrections are indicated, two (2) copies will be returned stamped "Revise and Resubmit" and a new submittal is required (4 copies).
- C. The review of the Contractor's submissions shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submission shall be interpreted to mean that there are no specific objections to the submitted material, subject to conformance with the Contract Drawings and Specifications.

D. All submissions shall be dated and properly referenced to the specifications section and Contract Drawing number. The submittal number shall match the following submittal numbering system (or an equivalent system as approved by the Engineer):

**Submittal Numbering System**

1. Package ID: The package number will reflect the CSI (specification) section number as it appears in the specifications.
2. Subgroup ID: The submittal number will include the CSI number followed by two additional codes. The first will define the type of submittal as follows:

- 01 - Product Data, Specifications, Cut Sheets, Manufacturers certification or approval letters.
- 02 - Shop Drawings
- 03 - Product Samples and Mock-Ups
- 04 - Special requirements as required in the contract documents
- 05 - As-Built Drawings
- 06 - Warranties
- 07 - O&M
- 08 - Spare Parts

The second code will identify individual submittals within that submittal type. The number to the left of the decimal represents the submittal number and the number to the right of the decimal represents the revision number.

Example:

<u>Package</u>	<u>Submittal</u>	<u>Description</u>
03300	03300-01-1.1	Concrete Admixture A, First Submittal
06400	06400-01-1.2	← Re-submittal
		← First Submittal
		← Product Data
		← Finish Carpentry

By the following this code system, all submittals may be entered into the Document Tracking System prior to receipt of submittals. When a particular submittal is received, locate the entry in the Document Tracking project file, add

the appropriate information and process. The Document Tracking System will provide the next sequence number.

- E. Shop Drawings and Project Data within practical limits shall be submitted as a single complete package for any operating system and shall include all items of equipment and mechanical units involved in the functioning of such system. Where applicable, the submission shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction.
- F. All submissions shall bear the Contractor'S stamp certifying that they have been checked for conformance and accuracy. Submissions without the Contractor'S stamp of approval will not be reviewed by the Engineer and will be returned to the Contractor.
- G. For any submission containing any departure from the Contract Documents and the Contractor shall include proper explanation in his letter of submittal.
- H. Work on fabricated or special items shall not be commenced until the required submission information has been reviewed and accepted.
- I. Standard items shall not be assembled or shipped until the required submission information has been reviewed and accepted.
- J. Prior review actions shall not relieve the Contractor of the responsibility for correcting errors, deviations, and/or omissions discovered at a later date.
- K. Shop Drawings: Shop Drawings include, but are not limited to, layout drawings, installation drawings, construction drawings, certified and interconnecting wiring diagrams, etc. The Contractor shall be responsible for security of all the information, details, dimension, drawings, etc. necessary to prepare submission drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. The Contractor shall secure such information, details, drawings, etc. from all possible sources including the Contract Drawings, drawings prepared by subcontractors, Engineer, manufacturers, Contractors, etc.
- L. Submission drawings shall accurately and clearly present the following:
  - 1. All working and installation dimensions.
  - 2. Arrangement and sectional views.
  - 3. Units of equipment in the proposed position for installation, details of required attachments and connections and dimensioned locations between units and in relation to the structures.
  - 4. Necessary details and information for making connections between the various trades including but not limited to, power supplies and interconnection wiring between units, accessories, appurtenances, etc.
- M. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings,

such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

- N. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.
- O. Samples: Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Engineer.
- P. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.
- Q. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Engineer shall be prepaid by the Contractor.
- R. Engineer's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.
- S. Accepted samples will establish the standards by which the completed work will be judged.

#### 1.06 OPERATION AND MAINTENANCE INSTRUCTIONS (MANUALS)

- A. Individual Instructions: The Contractor, through manufacturer's representatives or other qualified individuals, shall provide instruction of designated employees of the OWNER in the operation and care of all equipment furnished.
- B. Written Instructions: The Contractor shall furnish and deliver to the Engineer, prior to the fifty percent completion point of construction, and no later than thirty (30) days prior to operator training, ten (10) complete sets of instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair of the equipment. As a minimum, the following shall be included in this submittal:

1. Operating Instructions
2. Troubleshooting Information
3. Maintenance Schedule(s)
4. Lubrication Schedule
5. Location of Service Centers
6. Parts Diagram and List
7. Spare Parts List (spare parts furnished shall be defined)
8. Special Tools List
9. Installation Instructions
10. Assembly & Erection Drawings

11. Dimensional Drawings
12. Wiring Diagram(s)
13. Storage Instructions

- C. These requirements are a prerequisite to the operation and acceptance of equipment. Each set of instructions shall be bound together in appropriate three-ring binders. A detailed Table of Contents shall be provided for each set. Written operation and maintenance instructions shall be required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Submittal shall be made for all mechanical and electrical equipment included but not limited to pumps, valves, gates, etc.
- D. Information not applicable to the specific piece of equipment installed on this project shall be struck from the submission. Information provided shall include a source of replacement parts and names of service representatives, including address and telephone number.
- E. Extensive pictorial cuts of equipment are required for operator reference in servicing.
- F. When written instructions include shop drawings and other information previously reviewed by the Engineer, only those editions thereof which were accepted by the Engineer, and which accurately depict the equipment installed, shall be incorporated in the instructions.

#### 1.07 RECORD DRAWINGS

- A. The Contractor shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. As-Built furnished grade information shall be included on the record drawings. Said record drawings shall be supplemented by detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master record drawings of the Contractor'S representation of as-build conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of Work.
- B. The record drawings shall be received on the 20th working day of every third month after the month in which the final notice to proceed is given as well as on completion of Work. Failure to maintain the record drawings up-to-date shall be grounds of withholding monthly progress payments until such time as the record drawings are brought up-to-date.

- C. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawing shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- D. Record drawings shall be accessible to the Engineer at all times during the construction period.
- E. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall finalize and deliver a complete set of final record drawings to the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected drawings showing the reported location of the Work. The information submitted by the Contractor and incorporated in the Final Record Drawings will be assumed to be correct, and the Engineer will not be responsible for the accuracy of such information, and for any errors or omissions which may appear on the Final Record Drawings as a result.
- F. The information submitted by the Contractor in the Final Record Drawings shall be certified by a land surveyor registered in the State of Florida. For clarity, Final Record Drawings needs to be redrawn and clearly labeled as "Record Drawings". Notations indicated in the drawings shall be legible and printed in black ink. No handwritten notes are allowed.
- G. Final payment will not be acted upon until the Engineer certifies the record drawings as required by the agencies having jurisdiction. Said up-to-date record drawings shall be in the form of a set of prints with carefully plotted information.
- H. All final record drawings shall be certified by the Engineer of Record. Such certification shall evidence that Engineer has reviewed the information, finds it in substantial accordance with the design; and where deviations from the design exist, that said deviations are not to the detriment of the system. Engineer's certification shall read as follows:

"I HEREBY NOTIFY THE OWNER OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE WATER, SEWER AND STORMWATER FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE AGENCIES HAVING JURISDICTION"

- I. The Contractor shall submit all electronic media files of the paving, grading, water, sewer and drainage plans, reports, other supporting information, and the final version of as-built drawings shall be submitted to the Engineer's office. The information provided shall contain an index file with a brief description of the electronic filing contents, and shall be labeled with project name, company name, and point of

contact. Documents and spreadsheets shall be submitted in either MS Word, Word Perfect, Excel, Lotus, or other format approved by the Engineer. Drawings shall be submitted in AutoCAD, MicroStation, or other format approved by the Engineer.

J. Final Record Drawings submitted to the City as part of the project acceptance shall contain at least the following information:

1. Drawings shall be legibly marked to record actual construction.
2. Drawings shall show actual location of all underground and above ground water and wastewater, stormwater piping and related appurtenances. All changes to piping location including horizontal and vertical locations of utilities and appurtenances shall be clearly shown and referenced to permanent surface improvements. Drawings shall also show actual installed pipe material, class, etc. Profile sheets shall be updated to include all field measurements and elevations taken during construction.
3. Drawings shall clearly show all field changes of dimension and detail including changes made by field order or by change order.
4. Drawings shall clearly show all details not on original contract drawings but constructed in the field. All equipment and piping relocation shall be clearly shown.
5. Location of all manholes, hydrants, tees, reducers, crosses, valves, and valve boxes shall be shown. All tees, reducers, crosses, and valves shall be referenced from at least two (2) and preferably three (3) permanent points such as building corners and roadway intersections.
6. Dimensions between all manholes shall be field verified and shown. The rim, inverts and grade elevations of all manholes shall be shown.

#### 1.08 WARRANTIES

- A. Original warranties, called for in the Contract Documents, shall be submitted to the City through the Engineer. When warranties are required, they shall be submitted prior to request for payment.
- B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.
- C. The Contractor shall warrant to the City that all material and labor used in the construction are covered by his warrantee for a minimum of a one year period upon approval and acceptance by the City. The Contractor shall replace or repair defects at no cost to the City during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

#### 1.09 CERTIFICATES

- A. Copies of certificates of compliance and test reports shall be submitted for requested items to the Engineer prior to request for payment.

#### 1.10 ASSET MANAGEMENT

- A. The Contractor must assist the Engineer in the coordination of all asset prior to request for payment. The Contractor must provide the following information on all pumps, valves, instrumentation equipment, VFDs, electrical equipment, piping, tanks, or any other equipment specified during the Submittals process by the Engineer.

1. Asset ID
2. Asset Name
3. Manufacturer
4. Model Number
5. Serial Number
6. Installation date
7. Vendor Information
8. Location
9. Maintenance schedule (recommended)
10. Asset expected life span

- B. The collected information shall be submitted to the Engineer in spreadsheet form.

#### 1.11 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. General: Prior to commencing work, the Contractor shall have a continuous color audio-video DVD recording taken of the entire Project, including existing areas that will be disturbed by the Contractor's operations, to serve as a record of preconstruction conditions. No construction shall begin prior to review and acceptance of the tapes covering the respective, affected construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of the video DVD not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Audio-video recordings shall not be performed more than ninety days prior to construction in any area. All DVDs and written records shall become property of the City.
- B. Services: The Contractor shall engage the services of a professional electrographer. The color audio-video tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video tape documentation. The electrographer shall furnish to the Engineer a

list of all equipment to be used for the audio-video taping, i.e., manufacturer's name,

model number, specifications and other pertinent information. Additional information to be furnished by the electrographer is the names and addresses of two references that the electrographer has performed color audio-video taping for on projects of a similar nature within the last twelve months.

- C. Audio-Video DVDs: Audio-video DVDs shall be new. The DVDs shall be compatible for with a standard player-receiver.
- D. Equipment: All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.
  - 1. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity, and be free from distortion and interruptions.
  - 2. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than twelve feet. In some instances, audio-video tape coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to the Engineer.
  - 3. The color video camera used in the recording system shall have a horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of twenty-five foot-candles.
- E. Recorded Information - Audio: Each tape shall begin with the current date, project name and municipality and be followed by the general location; i.e., process structure, or area, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with his fixed elevation video record of the zone of influence of construction.
- F. Recorded Information - Video: All video recordings must, by electronic means, display continuously and simultaneously, generated with the actual taping, transparent digital information to include the date and time of recording. The date information shall contain the month, day and year. The time information shall contain the hours, minutes, and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, bid package number, process structure or area, and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.
- G. Conditions for Taping: All taping shall be done during times of good visibility. No taping shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recordings and to produce bright, sharp video recordings of those subjects.

H. Tape Coverage: Tape coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing road, driveways, sidewalks, curbs, pavement, landscaping, fences, signs and interior and exterior of existing structures affected by the work and the exteriors of structures adjacent to the work, and any other on-site area that will be occupied or impacted by the Contractor or any of his subcontractors or suppliers within the area covered.

Part 2 - PRODUCTS (Not Used)

Part 3 - EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01410

### CONTRACTOR'S HEALTH AND SAFETY PLAN

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

###### A. Scope:

1. This Section describes CONTRACTOR's responsibilities for a written site-specific health and safety plan (SSHP). CONTRACTOR shall conduct all construction activities in a safe manner so as not to result in:
  - a. injuries to employees, Subcontractors or other persons with an interest at or near the Site;
  - b. employee exposures to health hazards above the occupational limits established by the Occupational Health and Safety Administration (OSHA), the American Conference of Governmental Industrial Hygienists (ACGIH), or the Nuclear Regulatory Commission (NRC);
  - c. exposure of area residents to air contaminants above the levels established for general public exposure by the Environmental Protection Agency (EPA), NRC, or the State in which the Project is located;
  - d. significant increases in the levels of contaminants in soil, water, or sediment near the Site; or
  - e. violations of OSHA, or other Laws or Regulations.

- B. Any disregard of the provisions of the SSHP may, without limitation, be deemed just and sufficient reason for termination of CONTRACTOR's services for cause.

##### 1.2 QUALITY ASSURANCE

###### A. Qualifications:

1. Engage an industrial hygienist certified by the American Board of Industrial Hygiene or a safety professional certified by the Board of Certified Safety Professionals to prepare or supervise the preparation of the SSHP.
2. Submit qualifications along with SSHP.

- B. Regulatory Requirements: CONTRACTOR's health and safety practices shall follow the standards and guidelines established in the following:

1. 29 CFR 1904, OSHA, Record Keeping.
2. 29 CFR 1910, OSHA, General Industry Standards.
3. 29 CFR 1926, OSHA, Construction Industry Standards.
4. 29 CFR 1926.65, OSHA, Hazardous Waste Operations and Emergency Response.
5. 49 CFR 171.8, DOT, Hazardous Materials in Transport.
6. 40 CFR Parts 261.3, 264 and 265, EPA, Resource Conservation and Recovery Act.
7. 29 CFR 1910.146, OSHA, Permit-Required Confined Spaces.
8. 29 CFR 1926.1101, OSHA, Asbestos

##### 1.3 SUBMITTALS

###### A. Submit to ENGINEER the following:

1. CONTRACTOR's SSHP.
2. Qualifications of industrial hygienist or safety professional.
3. Health and safety reports.

4. Accident reports.

## PART 2 - GENERAL

### 2.1 GENERAL PROVISIONS

- A. Submit SSHP to ENGINEER one week prior to the Preconstruction Conference, or 30 days prior to planned mobilization at the Site, whichever is sooner.
- B. The SSHP shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of the SSHP.
- C. ENGINEER will review and either accept or return for revision CONTRACTOR's SSHP in accordance with the Schedule of Submittals acceptable to ENGINEER. ENGINEER's review and acceptance will be only to determine if the topics covered by the SSHP conform to the Contract Documents.
- D. ENGINEER's review and acceptance will not extend to means, methods, techniques, procedures of construction, or to whether the representations made in the SSHP comply with regulatory standards or standards of good practice.
- E. At the time of submittal, CONTRACTOR shall give ENGINEER specific written notice of variations, if any, that the SSHP may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the submittal; and, in addition, by a specific notation made on each submittal to ENGINEER for review and acceptance of each such variation.
- F. No Work shall be performed on the Site until the written SSHP has been accepted by the ENGINEER.
- G. Notwithstanding any other provision of the Contract Documents, extensions to the Contract Times will not be granted if caused by undue delay by CONTRACTOR in developing or revising the SSHP.

### 2.2 WRITTEN HEALTH AND SAFETY PROGRAM

- A.. The SSHP, which shall be kept on the Site, shall address the safety and health hazards of each phase of operations on the Site and include the requirements and procedures for employee protection. The SSHP as a minimum, shall address and include the following:
  1. The organizational structure of CONTRACTOR's organization.
  2. A comprehensive work plan.
  3. A safety and health risk or hazard analysis for each task and operation found in the work plan.
  4. Employee training assignments including copies of 40-hour, 24-hour Supervised Field Activities, 8-hour Supervisors, and 8-hour Refresher Training Certificates for all CONTRACTOR's employees assigned to the Project.
  5. Personal protective equipment to be used by employees for each of the tasks and operations being conducted. Respirator fit test certificates for all CONTRACTOR employees assigned to the Project.
  6. Medical Surveillance Requirements: Medical clearance certificates for all CONTRACTOR's employees assigned to the Project.

7. Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment.
8. Site control measures for purposes, including but not limited to:
  - a. preventing trespassing;
  - b. preventing unqualified or unprotected workers from entering restricted areas;
  - c. preventing tracking of contaminants out of the Site;
  - d. maintaining log of employees on and visitors to the Site;
  - e. delineating hot, cold and support zones;
  - f. locating personnel and equipment decontamination zones; and
  - g. communicating routes of escape and gathering points.
9. Decontamination procedures.
10. An emergency response plan for safe and effective responses to emergencies, including the necessary PPE and other equipment.
11. Confined space entry procedures (if applicable).
12. A spill containment program.

C. Organizational Structure:

1. The organizational structure part of the SSHP shall refer to or incorporate information on the specific chain of command and specify the overall responsibilities of supervisors and employees, and shall include, at a minimum, the following elements:
  - a. designation of a general supervisor who has the responsibility and authority to direct all hazardous waste operations.
  - b. a Site safety and health supervisor who has the responsibility and authority to implement and modify the SSHP and verify compliance.
  - c. all other personnel needed for hazardous waste Site operations and emergency response and their general functions and responsibilities.
  - d. The lines of authority, responsibility, and communication.
2. The organizational structure shall be reviewed and updated as necessary to reflect the current status of Site operations.

D. Work Plan:

1. The comprehensive work plan part of the SSHP shall refer to or incorporate information on the following:
  - a. The tasks and objectives of the Site operations and the logistics and resources required to achieve those tasks and objectives.
  - b. The anticipated activities as well as the CONTRACTOR's normal operating procedures.
  - c. The personnel and equipment requirements for implementing the work plan.

- E. The SSHP shall include procedures that will be used to ensure safe waste handling during the excavating, handling, loading, and transporting activities.

## 2.3 ACCIDENT REPORTING AND INVESTIGATION

- A. Document all accidents resulting in bodily injury using OSHA 301 form.
- B. Submit copies of completed OSHA 301 forms to the ENGINEER weekly.
- C. Based upon the results of an accident investigation, make modifications to the SSHP by changing tasks or procedures to prevent a reoccurrence.

- D. Post a copy of CONTRACTOR's OSHA 300A report in a conspicuous place onsite.

#### 2.4 DAILY HEALTH AND SAFETY FIELD REPORTS

- A. Submit to ENGINEER daily health and safety field reports including, but not limited to, weather conditions, delays encountered in construction, and acknowledgment of deficiencies noted along with corrective actions taken on current and previous deficiencies. In addition, the daily health and safety air monitoring results, documentation of instrument calibration, new hazards encountered, and PPE utilized shall be included.
- B. The daily health and safety field reports shall include a description of problems, real or anticipated, encountered during the course of Work that should be brought to the attention of the ENGINEER and notification of deviations from planned Work shown in the previously submitted daily health and safety field report(s).

#### PART 3 - EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01510

### TEMPORARY UTILITY SERVICES AND STAGING AREA

#### PART 1 -- GENERAL

##### 1.01 GENERAL

- A. The CONTRACTOR shall provide for temporary utilities and services for his own operations. These shall include electrical power, water, ventilation, sanitary facilities. The CONTRACTOR shall furnish, install and maintain all temporary utilities during the contract period including removal upon completion of the work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State and local codes, etc. In addition, the CONTRACTOR shall provide the following:

##### 1.02 TEMPORARY POWER (NOT USED)

##### 1.03 TEMPORARY WATER

- A. The CONTRACTOR shall supply all water used for construction, flushing, testing, and temporary sanitary facilities. The CONTRACTOR shall provide and maintain all piping, fittings, adapters, and valving required. It is the CONTRACTOR'S responsibility to arrange through the City Underground Utilities Division for a 2-inch fire hydrant 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.

##### 1.04 TEMPORARY VENTILATION (NOT USED)

##### 1.05 TEMPORARY SANITARY FACILITIES

- A. The CONTRACTOR shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated at approved locations.

##### 1.06 TEMPORARY TELEPHONE SERVICE (NOT USED)

##### 1.07 SECURITY (NOT USED)

##### 1.08 STAGING AREA

- A. The CONTRACTOR shall arrange, coordinate and take all necessary steps regarding his work effort to comply with constraints defined in Section 01550, including off site parking, staging, storage, etc., as required. Costs associated with these efforts shall be included in the bid for this project.

#### PART 2 -- PRODUCTS (Not Used)

#### PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01530

### PROTECTION OF EXISTING FACILITIES

#### PART 1 -- GENERAL

##### 1.01 THE REQUIREMENT

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR'S Work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the CITY.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

##### 1.02 RIGHTS-OF-WAY (NOT USED)

##### 1.03 PROTECTION OF STREET OR ROADWAY MARKERS (NOT USED)

##### 1.04 RESTORATION OF FACILITIES

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement CITY. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Restoration: Temporary restoration includes repair to all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.
- C. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration and improvements.

- E. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement, unless otherwise shown on the drawings.
- F. Final Restoration: Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction: final grading, placement of sod, installation or replacement of any trees or shrubs, repair of irrigation systems, pavement markings, etc., all complete and finished, acceptable to the ENGINEER.

#### 1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR'S responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the CITY to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the CITY a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the Work requires the temporary or permanent removal and / or relocation of an existing utility or other improvement which is shown, the CONTRACTOR shall remove and temporarily replace or relocate such utility or improvement in a manner satisfactory to the CITY and the OWNER of the utility/facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. CITY'S Right of Access: The right is reserved to the CITY and to the OWNER'S of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- E. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the CONTRACTOR.
- F. Underground Utilities Not Shown or Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not shown or the locations of which are not made known to the CONTRACTOR prior to excavation by the CITY and Sunshine One-Call Notification, a written report thereof shall be made immediately to the CITY. The CONTRACTOR shall make the repairs immediately under the provisions for changes and extra work contained in the General Conditions.

- G. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the CITY before being concealed by backfill or other Work.
- H. No fill, excavation material, construction generated debris or equipment shall obstruct water valves, gas meters or sewer manholes. Water, sewer and gas service shall be made accessible to repair or maintenance crews representing the CITY or a privately-owned utility company.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, reuse lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the CITY are made with the owner of said utilities. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

If any tree removal or relocation is required, the CONTRACTOR needs to coordinate with the ENGINEER, accordingly. All required permits related to tree removal are the responsibility of the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01550

### SITE ACCESS AND STORAGE

#### PART 1 – GENERAL

##### 1.01 SITE ACCESS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.
- B. The CONTRACTOR will be responsible for monitoring the main gate for its personnel, equipment and material deliveries.

##### 1.02 STORAGE

- A. Limited storage area is available within the work areas shown on the Drawings. Any equipment and materials stored here shall be in accordance with the manufacturer's recommendations and as indicated by the CITY.
- B. Responsibility for protection and safekeeping of equipment and materials will be solely that of the CONTRACTOR, and no claim shall be made against the CITY by reason of any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the CONTRACTOR shall immediately move them.
- C. If the CONTRACTOR requires additional staging and storage area than shown on the Drawings, the CONTRACTOR shall obtain such areas from off site sources at no additional cost to the CITY.
- D. Upon completion of the Contract, the CONTRACTOR shall remove from the storage and work areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the area to its original or better conditions.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01560

### SPECIAL CONTROLS

#### PART 1 -- GENERAL

##### 1.01 CHEMICALS

- A. All chemicals used during project construction or furnished for testing of project operation, whether herbicide, pesticide, disinfectant, polymer, reactant of other classification, will be required to show approval of either EPA or HUD. The handling, use, storage and disposal of such materials, containers or residues shall be in strict conformance with manufacturer and/or CONTRACTOR'S secured storage. Copies of antidote literature and a supply of antidotes shall be kept at the job site office.

##### 1.02 DUST

- A. During all work for this Contract, the CONTRACTOR shall by the application of water and/or calcium chloride or other means, approved by the ENGINEER, eliminate dust annoyance to adjacent property, business establishments and the plant site in accordance with Article 7.21, Dust Control, of the General Conditions. The CONTRACTOR shall take all protective measures, to the satisfaction of the ENGINEER, necessary to ensure that dust and debris does not enter any of the mechanical or electrical equipment. The CONTRACTOR shall be responsible for the cleanup of existing buildings, equipment, controls, etc., which have become soiled due to the lack of proper dust control as determined by the ENGINEER. The CONTRACTOR shall provide daily application of water to all unpaved areas designated by the ENGINEER in the field and to the satisfaction of the ENGINEER in the field.

##### 1.03 NOISE

- A. Noise resulting from the CONTRACTOR'S work shall not violate the Hollywood Code of Ordinance Chapter 100, with specific note to the restrictions of paragraph 100.05 or exceed the noise levels and other requirements stated in the Broward County Chapter 27 Pollution Control, relating to noise abatement in Broward County. The CONTRACTOR shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the ENGINEER or the noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

##### 1.04 EROSION ABATEMENT AND WATER POLLUTION

- A. It is imperative that the CONTRACTOR'S dewatering operations not contaminate or disturb the environment or properties adjacent to the Work. The CONTRACTOR, shall, therefore, schedule and control his operations to confine all runoff water from disturbed surfaces, water from dewatering and/or from excavation below the ground water table operations that becomes contaminated with lime silt, muck and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.
- B. The CONTRACTOR shall construct temporary stilling basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens and other means necessary to attain the required discharge water quality.

- C. The CONTRACTOR shall be responsible for providing, operating and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items the CONTRACTOR shall restore the area to the condition prior to his commencing work.

#### 1.05 HURRICANE AND STORM WARNINGS

- A. As the schedule for this project coincides, in part, with the recognized South Florida hurricane season, the CONTRACTOR's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring at the plant site during the course of Contract work.
- B. Within 30-days of the date of Notice-to-Proceed, the CONTRACTOR shall submit to the ENGINEER and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the Owner in case of a hurricane warning.
- C. In the event of inclement weather, or whenever the ENGINEER shall direct, the CONTRACTOR shall, and will cause Sub-Contractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the CONTRACTOR to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the CONTRACTOR.
  - 1. Hurricane Watch: Upon designation of a hurricane watch, CONTRACTORS shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the CONTRACTOR shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The CONTRACTOR shall also cooperate with CITY personnel in protecting other structures at the site.
  - 2. Hurricane Warning: No mobile "temporary facility" under the control of the City of Hollywood, or on City property, shall be staffed during a hurricane warning. CONTRACTOR facilities meeting these criteria shall comply.
- D. The CONTRACTOR is advised to take all necessary precautions to protect his equipment by moving it to higher ground if in an area subject to flooding. Known areas of Hollywood that would be subject to flooding from storm tides include:

Hollywood Blvd.  
A1A  
US Highway 1

North Lake Area  
Sheridan Street  
46<sup>th</sup> Avenue

South Lake Area  
Dania Beach Blvd.  
Hallandale Beach Blvd.

#### 1.06 PESTS AND RODENTS

- A. The CONTRACTOR shall be responsible for maintaining the jobsite free from litter, rubbish and garbage. He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents. The CONTRACTOR shall provide the services of an exterminator to inspect the jobsite on a periodic basis and to provide service as required to control pests and rodents.

## 1.07 PERIODIC CLEAN-UP; BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site all accumulated debris and surplus materials of any kind which result from his operations, or whenever the accumulation in excess of one truck load. Unused equipment and tools shall be stored at the CONTRACTOR'S yard or base of operations for the project.
- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The CONTRACTOR shall perform the clean-up work on a regular basis and as frequently as ordered by the ENGINEER. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the CONTRACTOR to perform periodic clean-up and basic restoration of the site to the ENGINEER'S satisfaction, the ENGINEER may, upon five (5) days prior written notice to the CONTRACTOR, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due him.

## 1.08 SECURITY

- A. The CONTRACTOR shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the Contract and shall repair or replace damaged or lost materials and damage to structures.
- B. The CONTRACTOR shall be responsible for providing, and maintaining temporary fencing and gates and the daily securing of temporary fencing and gates used for construction purposes for the duration of the project.
- C. The CONTRACTOR shall strictly comply with working hours on the project site. Prior to any work outside of the standard working hours, the CONTRACTOR shall request the City's approval via written request (at least 8 hours in advance). The written request shall clearly define the work to be performed, the names of the employees, their employer and their trade and the hours and days during which the work is planned.

The City is considering and the CONTRACTOR shall comply with additional security requirements including employee photo identification at all times on-site and employee parking passes.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

## SECTION 01700

### PROJECT CLOSEOUT

#### PART 1 -- GENERAL

##### 1.01 PROJECT CLOSEOUT

- A. As construction of the project enters the final stages of completion, the CONTRACTOR shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:
1. Scheduling start-up and initial operation.
  2. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the CITY's "Punch" lists.
  3. Make final submittals.
  4. Attend to any other items listed herein or brought to the CONTRACTOR's attention by the CITY.

##### 1.02 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

##### 1.03 FINAL SUBMITTALS

- A. Before the acceptance of the project major milestones for substantial completion, the CONTRACTOR shall submit to the ENGINEER (or to the CITY if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete or unacceptable items, as determined by the ENGINEER or the CITY, shall indicate non-compliance with substantial completion major milestone dates. A partial list of such items appears below, but it shall be the CONTRACTOR'S responsibility to submit any other items which are required in the Contract Documents:
1. Written Test results of project components.
  2. Performance affidavits for equipment and materials.
  3. Operation and Maintenance Manuals for equipment.
  4. Record Drawings: During the entire construction operation, the CONTRACTOR shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom record drawings showing correctly and accurately all changes and deviations from the Work made during construction to reflect the Work as it was actually constructed. These drawings shall conform to recognized industry standards of drafting, shall be neat and legible, and provided in both electronic (AutoCAD "dwg") file format

and hardcopies signed and sealed by a professional Land Surveyor registered in the State of Florida.

5. Written guarantees, where required.
6. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

#### 1.04 PUNCH LISTS

- A. Final cleaning and repairing shall be scheduled upon completion of the project.
- B. The ENGINEER will make his final inspection whenever the CONTRACTOR has notified the ENGINEER that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the "Punch" list. Work that has been inspected and accepted by the ENGINEER shall be maintained by the CONTRACTOR, until final acceptance of the entire project.
- C. Whenever the CONTRACTOR has completed the items on the punch list, he shall again notify the ENGINEER that it is ready for final inspection. This procedure will continue until the entire project is accepted by the ENGINEER. The "Final Payment" will not be processed until the entire project has been accepted by the ENGINEER and all of the requirements in previous Article 1.03 "Final Submittals" have been satisfied.

#### 1.05 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with all maintenance and guarantee requirements of the Contract Documents.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private CITY or public agency releasing the CITY from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the CITY. If the CONTRACTOR fails to make such repairs or replacements promptly, the CITY reserves the right to do the Work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.

#### 1.06 FINAL CLEANUP

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the CITY will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

#### PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION -

SECTION 01710

AS BUILT DATA SPECS

# **SURVEY/AS-BUILT CAD DRAWING STANDARDS**

This document serves as City of Hollywood Department of Public Utilities - Computer Aided Design and Drafting (CADD) data standard for any Public Utilities related project

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# City of Hollywood - Department of Public Utilities

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## Public Utilities – GIS: As-Built CAD Standards

Engineering firms have their own standards for creating CAD drawings. These standards are inconsistent between the firms. A lot of time is spent due to the persisting inconsistencies and complexity when transferring the drawings from “Native digitizing Software” to that of “Final deliverable format”.

This document is developed to provide Computer Aided Drafting (CAD) standards and guidelines for use by Contractors, Engineers, and Contractors who are involved in digitizing of Potable, Sanitary, Drainage, Raw, Reclaimed, and Brine water features with reference to hard copy As-Built drawings for the City of Hollywood - Department of Public Utilities.

As of October 1, 2016, all As-Built plans submitted to the City of Hollywood - Department of Public Utilities must be provided in electronic computer aided design (CAD) format. The following standards must be followed for all plans. Construction Drawings will not be approved until these standards are met. OR Applications for payment will not be approved without updated redline As-Built accepted by the project manager. Final Payment will not be approved without acceptance of the As-Built in the CAD format prescribed in this document.

## As-Built Drawing Procedures

During the construction of the project, the Contractor shall be responsible for maintaining a set of As-Built drawings. The basis of the As-Built drawings shall be the Construction Drawings as reviewed and approved by the Project Manager - City of Hollywood - Department of Public Utilities.

1. The Contractor shall maintain one set of As-Built drawings at the Project Site. On these, all project conditions, locations, configurations, and any other changes or deviations that may vary from the information represented on the original Construction Design Drawings shall be noted; including buried or concealed construction and utility features that are revealed during the course of construction. *Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Construction Design Drawings.* Drawings shall also note the location of any other buried infrastructure such as landscape irrigation, onsite drainage, etc., as well as any surface building obstacles such as ponds, fences, walls, rocks,

etc. As-Built drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the facilities as actually constructed.

2. The master As-Built drawings shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant changes by number and date.
3. As-Built drawings shall be accessible to the Department of Public Utilities personnel at all times during the construction period.
4. The As-Built drawings shall be submitted to the Department of Public Utilities upon completion of the project.
  - a. The Department of Public Utilities staff will review for completeness, accuracy, and format of submitted As-Built drawings. If the As-Built drawings are considered unacceptable, they will be returned to the Contractor for correction and resubmitted.

### **Drafting Software**

AutoCAD MAP/AutoCAD Civil 3D and higher version software should be used for drafting/attribution the potable, sanitary, drainage, raw, reclaimed, and brine water features. The main reason is that they support object data required for Department of Public Utilities - GIS project. All drawings shall be DWG format.

### **Drawing File Naming Convention, Setup and Structure**

- All drafting shall be done at 1:1 (1 AutoCAD unit = 1 foot), in engineering units, in the AutoCAD model space environment
- It is important to create the drawings using a standard schema that will allow smoother transition to the GIS platform. Drawings must be created in NAD 1983 HARN State Plane Florida East FIPS 0901 Feet coordinate system.

## Layerization

- **Table 1: Feature Class Names and Geometry Types** illustrates the Layer name naming convention that should be used for each asset. It also identifies how Blocks should be named when applicable.
- All layers must conform to the proper geometry type (Line, Arc, LWPolyline, PolyLine, 3DPolyline, MPolygon, Insert, Point/Block) as indicated in **Table 1**.
- All layers must contain only the features that are described for that layer. For example, the Manhole Drainage layer must only contain the Storm Water manhole points and not such features as control valve, clean out, or water fittings.
- All layers must be clearly differentiated from each other.
- All layers must be differentiated among Abandoned, New, and Existing utility related features. For example, 20-WATER LINE-ABANDONED, 20-WATER LINE-NEW, 20-WATER LINE-EXISTING.
- All layers must be differentiated according to the size of the pipe. For example, 20-WATER LINE.
- Point / Block features should not be exploded. If exploded, they will need to be joined again prior to submitting the deliverable(s).
- All annotations should be in model space properly created when a layer requires it. The layer name must match the layer name for the particular feature.

**Table 1**  
**Feature Class Names and Geometry Types**

<b>FEATURE CLASS NAMES AND GEOMETRY TYPES</b>			
<b>Asset</b>	<b>Entity</b>	<b>Layer</b>	<b>RefName</b>
Anchor Guy Wire	Insert, Point, Block	XUTILS	046C
Asphalt Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	AP	
Back Flow Preventor	Insert, Point, Block	WATERLINE	BFP
Back of Sidewalk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	SWKB	
Bollard	Insert, Point, Block	XMISC	042C
Brine Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	BRINE WATER	
Brine Water Valve	Insert, Point, Block	BRINE WATER	025C
Buried Electric	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ELECTRIC	
Buried Fiber Optic FPL	Line, Arc, LWPolyline, PolyLine, 3DPolyline	FPLFO	
Buried Telephone	Line, Arc, LWPolyline, PolyLine, 3DPolyline	BELLSOUTH	
Cable TV	Insert, Point, Block	CABLE TV	CATV
Catch Basin	Insert, Point, Block	CB	
Cleanout	Insert, Point, Block	CLNO	
Concrete Light Pole	Insert, Point, Block	XUTILS	055C
Concrete Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CPVT	
Concrete Power Pole	Insert, Point, Block	XUTILS	051C
Concrete Sidewalk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CONC SWLK	
Curb Inlet	Insert, Point, Block	CI	039C
Easement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ESMT	
Edge of Asphalt	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ASPH EDGE	
Edge of Asphalt Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	ASPH EOP	
Edge of Concrete	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CONC EDGE	
Edge of Concrete Curb	Line, Arc, LWPolyline, PolyLine, 3DPolyline	CONC CURB	

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Asset	Entity	Layer	RefName
Edge of Curb	Line, Arc, LWPolyline, PolyLine, 3DPolyline	EOCURB	
Edge of Pavement	Line, Arc, LWPolyline, PolyLine, 3DPolyline	EOP	
Electric Box	Insert, Point, Block	ELECTRIC BOX	EB
Fire Hydrant	Insert, Point, Block	FIRE HYDT	033C
Flag Pole	Insert, Point, Block	XMISC	FP
Force Main Sanitary Sewer Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	FM SANITARY SEWER	
Force Main Storm Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	FM STORM DRAINAGE	
Front of Sidewalk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	SWKF	
Gas Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	GAS LINE	
Gas Meter	Insert, Point, Block	GAS	027C
Gas Riser	Insert, Point, Block	GAS	GAS
Gas Valve	Insert, Point, Block	GAS	025C
Gravity Sanitary Sewer Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	G SANITARY SEWER	
Gravity Storm Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	G STORM DRAINAGE	
Handhole	Insert, Point, Block	XUTILS	HH
Irrigation Control Valve	Insert, Point, Block	XUTILS	IRRCV
Irrigation Meter	Insert, Point, Block	XUTILS	IRRM
Mail Box	Insert, Point, Block	XMISC	MBX
Manhole Drainage	Insert, Point, Block	MHD	041C-DRAINAGE
Manhole Electric	Insert, Point, Block	MHE	ELECMH
Manhole FPL	Insert, Point, Block	MHFPL	041C
Manhole Sanitary	Insert, Point, Block	MHS	041C-SANITARY
Manhole Telephone	Insert, Point, Block	MHT	BSMH
Mast Arm	Insert, Point, Block	XUTILS	059C
Metal Light Pole	Insert, Point, Block	XUTILS	MLP
Metal Pipe Iron Rod	Insert, Point, Block	PIP	004C
Monitoring Well	Insert, Point, Block	XUTILS	MW
Paver Walk	Line, Arc, LWPolyline, PolyLine, 3DPolyline	PAVER WALK	
Railroad Crossing Gates	Insert, Point, Block	XUTILS	079C

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Asset	Entity	Layer	RefName
Raw Water	Insert, Point, Block	RWATR STRC	RW
Raw Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	RWATR	
Reclaimed Water Valve	Insert, Point, Block	RCWATR	025C
Reclaimed Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	RCWATR	
Sanitary Sewer Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	SANITARY SEWER	
Sanitary Sewer Valve	Insert, Point, Block	SANITARY SEWER	025C
Sign	Insert, Point, Block	XMISC	001T
Signal Pole	Insert, Point, Block	XUTILS	057C
Sprinkler	Insert, Point, Block	XUTILS	SPKR
Storm Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	STORM DRAINAGE	
Storm Water Valve	Insert, Point, Block	STORM DRAINAGE	025C
Street Light Pole	Insert, Point, Block	XUTILS	053C
Traffic Signal Box	Insert, Point, Block	XUTILS	073C
Valve	Insert, Point, Block	XUTILS	025C
Water Line	Line, Arc, LWPolyline, PolyLine, 3DPolyline	WATER LINE	
Water Meter	Insert, Point, Block	WATERLINE	027C
Water Valve	Insert, Point, Block	WATERLINE	025C
Wood Light Pole	Insert, Point, Block	XUTILS	WLP
Wood Power Pole	Insert, Point, Block	XUTILS	WPP

## Note

- It is not mandatory for all Layers listed above to exist in a drawing. Layers / Tables should be created / populated only when a feature occurs in a particular drawing.
- The Drawing can contain other layers for plan, profile, streets, text, information pertinent to engineering, etc.
- Any feature not included in the above list should be informed to the City of Hollywood - Department of Public Utilities and shared in table format (CSV, TXT, or Excel). This will allow us to refine our list of possible survey features for data processing and GIS integration purposes.
- **Table 2: Enterprise GIS Database Model - Feature Class Names and Geometry Types** in the Appendix section illustrates all utility related features supported in the City of Hollywood - Department of Public Utilities GIS Enterprise database model.

- The information presented here is subject to change in order to support the Department of Public Utilities' mission. Any updates will be shared with Contractors, Engineers, and Contractors

## PolyLines

Break Mains at:

- All Pressurized Mains intersections
  - Fittings
    - Cross
    - Reducer
    - Tee
  - System valves
    - Ball, butterfly, gate, plug valves
    - pressure reducer valves
    - pressure (zone) separation valves
    - reservoir valves
    - system separation (normally closed)
    - altitude valves
  - Pump stations
  - Treatment plant
  - Reservoir

### Do NOT break Mains at:

- Fittings
  - Bend
  - Tap
  - Wye
  - Clamp
- Laterals or lateral services
- Check valves
- Connection points

## **Polygons**

- All Polygon type features must be completely closed.
- All edges on polygon features must be snapped together at the vertices. Gaps in polygon boundaries will not be accepted.

## **Deliverables**

- The Contractor shall submit three hardcopy of the As-Built drawings.
- The Contractor shall also submit electronic CAD files containing the information depicted on the As-Built drawings.
- Files shall be submitted on portable media such as CD-ROM, or DVD in AutoCAD format. Files may be compressed in a format that is compatible with the WinZip decompression software. Email is also acceptable but the City of Hollywood may request the file(s) in digital format at any moment.

## **Datum Policy**

Datum policy is for electronic submittals only. As-Built drawings shall be referenced to at least three points on the drawing that have noted horizontal and vertical datum information. These three points may be existing control, new control, or parcel corners. As long as the drawing has a 1:1 relationship with these three points, the remainder of the drawing can be in a project coordinate system. The Department of Public Utilities will use these three points for location and rotation of the project coordinates at a later date.

## **Horizontal Datum**

The coordinate system for all As-Built drawings shall be Florida East State Plane Coordinates, NAD 1983 HARN in US Survey feet. (NAD 1983 HARN State Plane Florida East FIPS 0901 Feet)

## **Vertical Datum**

All elevations shall be referenced to the NAVD 88 datum with elevations given in US Survey feet. Any elevation using NGVD 29 vertical datum must be converted to NAVD 88.

## Accuracy

Control discovery information is to be survey accurate.

The Department of Public Utilities is looking for accurate enough information to:

- Geolocate buried facilities, and
- Incorporate the As-Built information into the Department of Public Utilities' geographic information system.

## Metadata Policy

All new land survey information (parcel meets & bounds, control, topographic information) within the submitted As-Built shall be accompanied with metadata, describing the following:

- Surveyor Name
- Survey Company
- Date Surveyed
- Control Reference Used (Control ID, Type, Coordinate Datum)
- Control Type (PK nail, Brass Marker, etc.)

## Other Information

All files associated with the post-processing of GPS data including raw and post-processed GPS data shall be included in the submitted deliverable to the City of Hollywood - Department of Public Utilities. These files can include but not be limited to: .ssf GPS data, import files, export files, and correction files.

Elevation files must be delivered as well in text file format. At a minimum, these files must include unique ID, X-Coordinate, Y-Coordinate, Elevation, collected feature code, and collected feature description.

# Appendix

Table 2: Enterprise GIS Database Model - Feature Class Names and Geometry Types

FEATURE CLASS NAMES AND GEOMETRY TYPES			
Feature Class Name	Dataset Name	Type	Example: Layer Contents
<b>Sewer Features</b>			
sCleanOut	Sewer	Point/Block	Clean Out, Flushing Structure
sControlValve	Sewer	Point/Block	Air Release
sDischargePoint	Sewer	Point/Block	Discharge Point
sElevationPt	Sewer	Point/Block	Elevation Points
sFitting	Sewer	Point/Block	Tee, Bends, Pipe Change, Reducer, Wye, Dead End, Transition, Reducing Tee, Plug, Cross, Coupling, Cap, 90 Bend, 45 Bend, 22 1/2 Bend, 11 1/4 Bend
sLiftStation	Sewer	Point/Block	Lift Station
sLUMConnection	Sewer	Point/Block	LUM Connection
sManhole	Sewer	Point/Block	Standard, Drop, Monitoring, Diversion, Dog House, Metering
sNetworkStructure	Sewer	Point/Block	Grease Trap, Metering Facility, Sampling Station, Septic Tank, Wet Well, Dry Well
sPump	Sewer	Point/Block	Booster, Chopper, Grinder, Non-Clog, Submersible
sServiceConnection	Sewer	Point/Block	Service Connection
sSystemValve	Sewer	Point/Block	Gate, Plug
sTestStation	Sewer	Point/Block	test Station
sValveOperator	Sewer	Point/Block	Valve Operator
sVault	Sewer	Point/Block	Vault

sGravityMain	Sewer	PolyLine	Collector, Inverted Siphon, Trunk
sLateralLine	Sewer	PolyLine	Lateral
sPressurizedMain	Sewer	PolyLine	Vitrified Main, Pre-Stressed Concrete Cylinder, Polyvinyl Chloride, Polyethylene, High Density Polyethylene, Ductile Iron, Cured in Place, Cast Iron, Asbestos Cement
sCasing	Sewer	MPolygon	Pipe Casing (Steel Casing, Concrete Encasement, High Density Polyethylene, Polyvinyl Chloride, Reinforced Concrete)
Feature Class Name	Dataset Name	Type	Example: Layer Contents
Water Features			
wControlValve	Water	Point/Block	Air Release, Altitude, Anti-Back Flow, Back Flow Control, Blow Off, Detector Check, Double Check, Pressure Relief, Pressure Vacuum, Reduce Pressure Zone, Simple Check, Surge Relief
wCurbStopValve	Water	Point/Block	Curb Stop Valve
wElevationPt	Water	Point/Block	Elevation Points
wFitting	Water	Point/Block	11 1/4 Bend, 22 1/2 Bend, 45 Bend, 90 Bend, Bend, Cap, Coupling, Cross, Other, Plug, Reducer, Reducing Tee, Sleeve, Tap, Tee, Transition, Wye
wHydrant	Water	Point/Block	Fire Hydrant
wLUMConnection	Water	Point/Block	LUM Connection
wManhole	Water	Point/Block	Manhole
wNetworkStructure	Water	Point/Block	Access Manhole, Pneumatic Tank, Treatment Plant
wPump	Water	Point/Block	Pump
wSamplingStation	Water	Point/Block	Sampling Point / Station
wServiceConnection	Water	Point/Block	Service Connection, Water Meter
wSiameseConnection	Water	Point/Block	Siamese Connection

wStorageTank	Water	Point/Block	Storage Tank
wSystemValve	Water	Point/Block	Gate, Butterfly, Tapping, Hydrant, Zone, Meter, Air Release, Blow Off, Main Line, Plug, Gate
wTestStation	Water	Point/Block	Test Station
wAbandonedLine	Water	PolyLine	Abandoned Lines
wCasing	Water	PolyLine	Pipe Casing (Steel Casing, Concrete Encasement, Ductile Iron)
wConstructionLine	Water	PolyLine	Construction Line
wLateralLine	Water	PolyLine	Residential, Fire, Commercial, Irrigation, Sampling
wMainLine	Water	PolyLine	Distribution, Transmission
wPressureZone	Water	MPolygon	Pressure Zone
<b>Feature Class Name</b>	<b>Dataset Name</b>	<b>Type</b>	<b>Example: Layer Contents</b>
<b>Storm Water Features</b>			
swCleanOut	Storm Water	Point/Block	Clean Out, Flushing Structure
swControlValve	Storm Water	Point/Block	Flap Gate
swDischargePoint	Storm Water	Point/Block	Discharge Point
swElevationPt	Storm Water	Point/Block	Elevation Points
swFitting	Storm Water	Point/Block	Tee, reducer Plug, Cross, Cap, 90 Bend, 45 Bend, 22 1/2 Bend
swInlet	Storm Water	Point/Block	Inlet
swManhole	Storm Water	Point/Block	Conflict, Pollution Control, Sedimentation, Split, Standard
swNetworkStructure	Storm Water	Point/Block	Diversion Chamber, Diversion Point, Junction Chamber, Pump Station, Split Manhole, Storage Basin, Tide Chamber, Lift Station, Discharge Structure, Virtual Junction
swPump	Storm Water	Point/Block	Pump
swPumpStation	Storm Water	Point/Block	Pump Station

swSystemValve	Storm Water	Point/Block	Ball, Butterfly, Cone, Gate, Plug, Round way
swTestStation	Storm Water	Point/Block	Test Station
swWeirStructure	Storm Water	Point/Block	Broad-Crested, Combination, Labyrinth, Minimum Energy Loss, Sharp-Crested, V-Notch
swWell	Storm Water	Point/Block	Well
swCasing	Storm Water	PolyLine	Access Tunnel, Casement, Conduit Bridge, Protective Tunnel
swCulvert	Storm Water	PolyLine	Culvert
swDrainfield	Storm Water	PolyLine	DF, INF
swGravityMain	Storm Water	PolyLine	Gravity Main
swOpenDrain	Storm Water	PolyLine	Open Drain
swPressurePipe	Storm Water	PolyLine	Pressure Pipe
swVirtualDrainline	Storm Water	PolyLine	Virtual Drain line
swDetention	Storm Water	MPolygon	Detention
<b>Feature Class Name</b>	<b>Dataset Name</b>	<b>Type</b>	<b>Example: Layer Contents</b>
<b>Brine Disposal</b>			
bdControlValve	Brine Disposal	Point/Block	Casement
bdElevationPt	Brine Disposal	Point/Block	Elevation Points
bdFitting	Brine Disposal	Point/Block	Wye, Transition, Tee, reducer Plug, Cap, 90 Bend, 45 Bend, 22 1/2 Bend
bdManhole	Brine Disposal	Point/Block	Manhole
bdNetworkStructure	Brine Disposal	Point/Block	Network Structure
bdPump	Brine Disposal	Point/Block	Pump
bdSystemValve	Brine Disposal	Point/Block	Gate, Butterfly
bdCasing	Brine Disposal	PolyLine	Casement
bdPressurizedMain	Brine Disposal	PolyLine	Transite, Polyvinyl Chloride, Polyethylene, High Density Polyethylene, Chlorinated Polyvinyl

			Chloride
Feature Class Name	Dataset Name	Type	Example: Layer Contents
<b>Raw Water</b>			
rwAbandonedPoint	Raw Water	Point/Block	Abandoned Point
rwControlValve	Raw Water	Point/Block	Air Release, Altitude, Atmospheric Vacuum, Blow Off, Simple Check
rwElevationPt	Raw Water	Point/Block	Elevation Points
rwFitting	Raw Water	Point/Block	Wye, Transition, Tap, Sleeve, Reducer, Plug, Cross, Coupling, Cap, 90 Bend, 45 Bend, 22 1/2 Bend, 11 1/4 Bend
rwNetworkStructure	Raw Water	Point/Block	Meter Station
rwPump	Raw Water	Point/Block	Pump
rwSamplingStation	Raw Water	Point/Block	Sampling Station
rwSystemValve	Raw Water	Point/Block	Butterfly, Gate, tapping
rwTestStation	Raw Water	Point/Block	Test Station
rwAbandonedLine	Raw Water	PolyLine	Abandoned Line
rwCasing	Raw Water	PolyLine	Casing
rwConstructionLine	Raw Water	PolyLine	Construction Line
rwMain	Raw Water	PolyLine	CIP, DIP, HDPE, PVC, RCP, SP, SSP
Feature Class Name	Dataset Name	Type	Example: Layer Contents
<b>Reclaimed Water</b>			
rcControlValve	Reclaimed Water	Point/Block	Air Release, Back Flow Control, Double Check, Simple Check
rcDischargePoint	Reclaimed Water	Point/Block	Meter
rcElevationPt	Reclaimed Water	Point/Block	Elevation Points
rcFitting	Reclaimed Water	Point/Block	Tee, Reducer, Plug, Coupling, Cap, 90 Bend, 45 Bend, 22 1/2 Bend, 11 1/4

			Bend
rcManhole	Reclaimed Water	Point/Block	Manhole
rcNetworkStructure	Reclaimed Water	Point/Block	Flow Meter, Monitoring Well, Pump Station, Storage Basin, Treatment Plant
rcPump	Reclaimed Water	Point/Block	Pump
rcSystemValve	Reclaimed Water	Point/Block	Ball, Butterfly, Gate, Tapping
rcTestStation	Reclaimed Water	Point/Block	Test Station
rcCasing	Reclaimed Water	PolyLine	Casement
rcPressurizedMain	Reclaimed Water	PolyLine	CIP, DIP, HDPE, PVC
rcDetention	Reclaimed Water	MPolygon	Detention
<b>Feature Class Name</b>	<b>Dataset Name</b>	<b>Type</b>	<b>Example: Layer Contents</b>
<b>Annotation Features</b>			
sPipe_Annos	Sewer	Text	Text associated with sewer mainlines such as Diameter, Material, Offset, Slope, As-Built # etc.
sPoint_Annos	Sewer	Text	Text associated with sewer point features such as Manholes, Lift Stations etc.
wPipe_Annos	Water	Text	Text associated with water mainlines such as Diameter, Material, Offset, As-Built # etc.
wPoint_Annos	Water	Text	Text associated with water point features such as Hydrants, Valves, etc.
swPipe_Annos	Storm Water	Text	Text associated with storm water mainlines such as Diameter, Material, Offset, Slope, As-Built #

			etc.
swPoint_Annos	Storm Water	Text	Text associated with storm water point features such as clean outs, valves, fittings, inlets, manholes, etc.
Miscellaneous_Annos	W/S	Text	Miscellaneous annotations such as Schools, Parks, etc.
Address_Annos	W/S	Text	Street postal address number
StreetNames	W/S	Text	Street Names

## SECTION 01740

### PERMITS

#### Part 1 - GENERAL

##### 1.01 General:

- A. The Contractor shall obtain and pay for all permits and fees in connection with the work. The Contractor shall also initiate the City's review and secure City approval prior to commencement of the work. Inspection by City personnel is required in addition to, not in lieu of, other municipal, county, state and/or federal regulatory agency inspections. No project will be accepted until it has passed all inspections, including pavement installation or replacement.
- B. The Contractor shall familiarize himself with, and comply with, all requirements of required permits governing all work under this Contract. The Contractor's particular attention is called to any Special Conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, turbidity control, traffic control, pavement restoration and all other general and special conditions. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the most stringent conditions shall take precedence.
- C. Any deviations from the Plans, Specifications or required permits, must first be approved by the City even if approval for the change has been given by the permitting agency.
- D. The Contractor shall fully assume all obligations and responsibilities, monetary and otherwise, imposed by the permits throughout the life of the project, including but not limited to:
  - 1. Proper maintenance of permit documentation and field records
  - 2. Proper maintenance of all permit-required field controls, including but not limited to the following:
    - (a) Chemical spill prevention
    - (b) Erosion, sedimentation, turbidity and dust retention
    - (c) Protection of storm drainage facilities
    - (d) Temporary vehicular and pedestrian traffic controls
  - 3. Payment of fines resulting from permit non-compliance

4. Maintaining active permits and obtaining permit extensions when needed
5. Providing certifications of all materials and equipment installed
6. Performing successful inspections and tests required by the permits
7. Correcting any work that is not in compliance with permits
8. Performing successful equipment start-ups
9. Providing Operation and Maintenance (O&M) manuals for installed equipment as required by permits
10. Repair of any permanent traffic controls impacted by Contractor
11. Close-out of all permits

E. All surveying required by the project permits will be done by the Contractor's Florida registered Land Surveyor. This includes staking out limits of construction.

#### Part 2 - PRODUCTS

(Not Used)

#### Part 3 - EXECUTION

(Not Used)

END OF SECTION

PROJECT #: 23-4259

PROJECT NAME: WTP RECLAIM TRANSFER PUMP BID DRAWINGS

CITY OF HOLLYWOOD

PROJECT #: 23-4259

PROJECT NAME: WTP RECLAIM TRANSFER PUMP

CITY OF HOLLYWOOD

# CITY OF HOLLYWOOD

FLORIDA



## CITY OF HOLLYWOOD WATER TREATMENT PLANT

3441 HOLLYWOOD BLVD.  
HOLLYWOOD, FLORIDA 33021

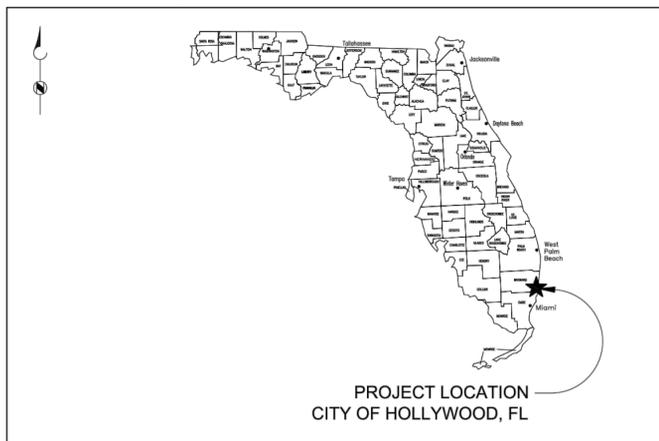
CONTRACT DRAWINGS FOR:

### RECLAIM TRANSFER PUMP REPLACEMENT CITY PROJECT NO. 23-4259

#### CITY COMMISSION

- JOSH LEVY, MAYOR
- CARYL S. SHUHAM, COMMISSIONER
- LINDA H. ANDERSON, COMMISSIONER
- TRACI L. CALLARI, COMMISSIONER
- ADAM GRUBER, COMMISSIONER
- KEVIN D. BIEDERMAN, COMMISSIONER
- IDELMA QUINTANA, COMMISSIONER

#### LOCATION MAP



#### LIST OF DRAWINGS

- 001 COVER
- 002 PUMP AND PIPING REMOVAL
- 003 PUMP AND PIPING REPLACEMENT SCHEMATIC
- 004 DETAILS

#### VICINITY MAP



### ATTACHMENT E - DRAWINGS

JANUARY 2024

100% DESIGN - FOR BIDDING

NO.	DATE	DESCRIPTION	CHK'D	APPR'D

REVISIONS

**DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES  
CITY OF HOLLYWOOD FLORIDA**

DESIGNED SS DRAWN JMP  
CHECKED SS SCALE N.T.S.  
PROJECT No. 23-4259  
CAD NAME 23-4259 MASTER.DWG  
DATE 07/12/2023

ENGINEER  
OF RECORD  
  
FLORIDA P.E. No. \_\_\_\_\_

## WTP RECLAIM TRANSFER PUMP REPLACEMENT

**SHEET  
1  
1 OF 4**



PROJECT LOCATION

NO.	DATE	DESCRIPTION	CHK'D	APPR'D

REVISIONS

**DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES  
CITY OF HOLLYWOOD FLORIDA**

DESIGNED SS DRAWN JMP  
 CHECKED SS SCALE N.T.S.  
 PROJECT No. 23-4259  
 CAD NAME 23-4259 MASTER.DWG  
 DATE 07/12/2023

ENGINEER  
OF RECORD  
  
FLORIDA P.E. No. \_\_\_\_\_

**PROJECT LOCATION**

**SHEET  
2  
2 OF 4**



GENERAL NOTES:

- 1) REMOVE AND DISPOSE OF ALL PUMPS, METERS, VALVES, FITTINGS, AND PIPES

**DEMOLITION**

RECLAIM TRANSFER PUMP REMOVAL

NO.	DATE	DESCRIPTION	CHK'D	APPR'D

REVISIONS

**DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES  
CITY OF HOLLYWOOD FLORIDA**

DESIGNED SS DRAWN JMP  
 CHECKED SS SCALE N.T.S.  
 PROJECT No. 23-4259  
 CAD NAME 23-4259 MASTER.DWG  
 DATE 07/12/2023

ENGINEER  
OF RECORD  
  
--  
FLORIDA P.E. No. \_\_\_\_\_

**WTP RECLAIM TRANSFER PUMP  
REMOVAL**

**SHEET  
3  
3 OF 4**

PROJECT #: 23-4259

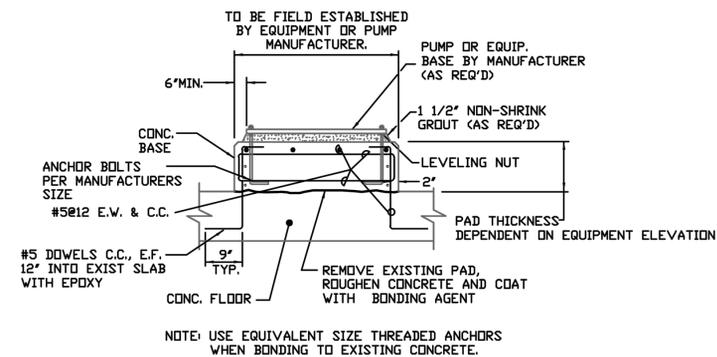
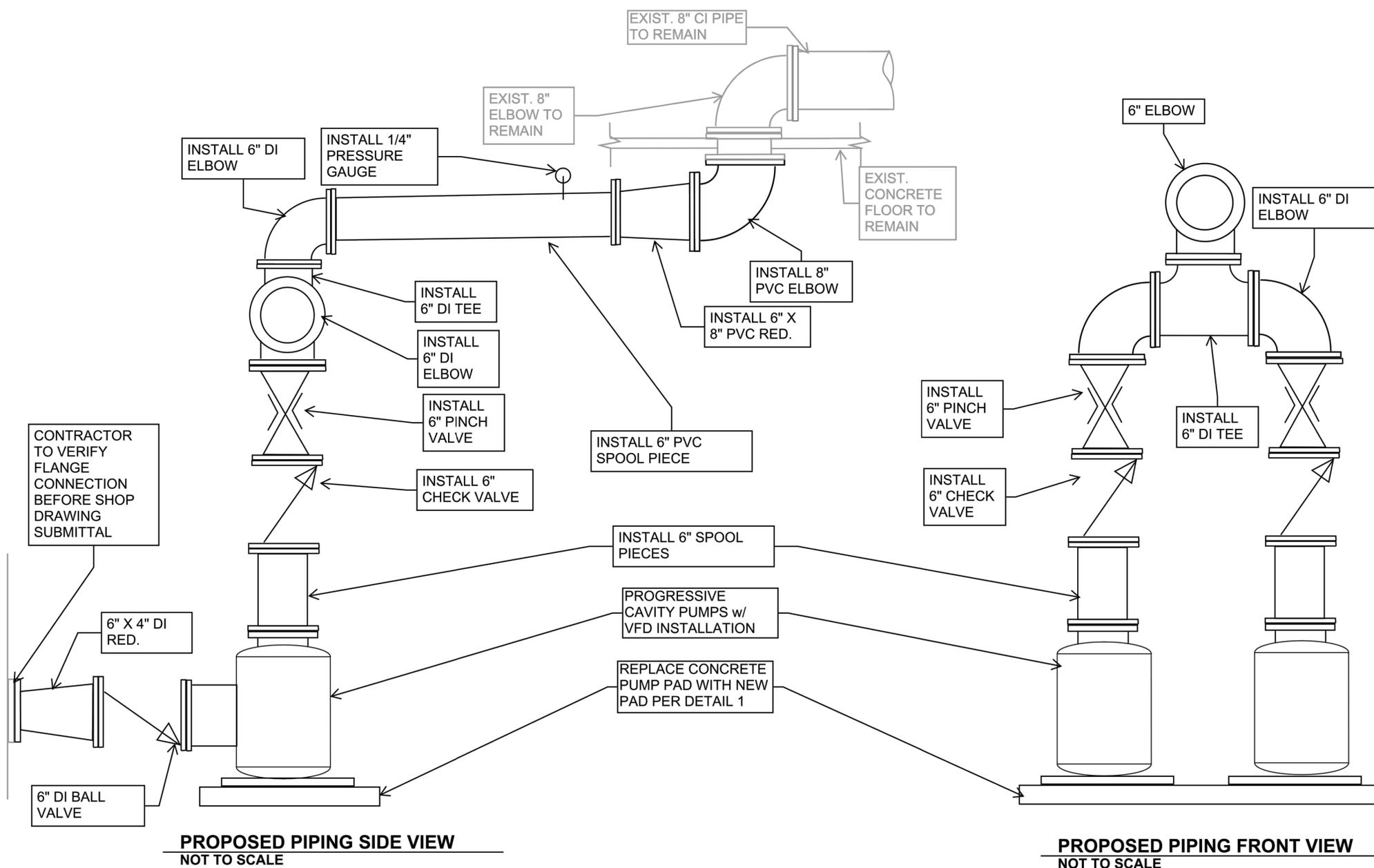
PROJECT NAME: WTP RECLAIM TRANSFER PUMP BID DRAWINGS

CITY OF HOLLYWOOD

PROJECT #: 23-4259

PROJECT NAME: WTP RECLAIM TRANSFER PUMP

CITY OF HOLLYWOOD



PIPE OR EQUIPMENT SUPPORT

DETAIL	1
N.T.S.	-

RECLAIM TRANSFER PUMP

**DEPARTMENT OF PUBLIC UTILITIES**  
**ENGINEERING AND CONSTRUCTION SERVICES**  
**CITY OF HOLLYWOOD FLORIDA**

DESIGNED SS DRAWN JMP  
CHECKED SS SCALE N.T.S.  
PROJECT No. 23-4259  
CAD NAME 23-4259 MASTER.DWG  
DATE 07/12/2023

ENGINEER OF RECORD  
--  
FLORIDA P.E. No. \_\_\_\_\_

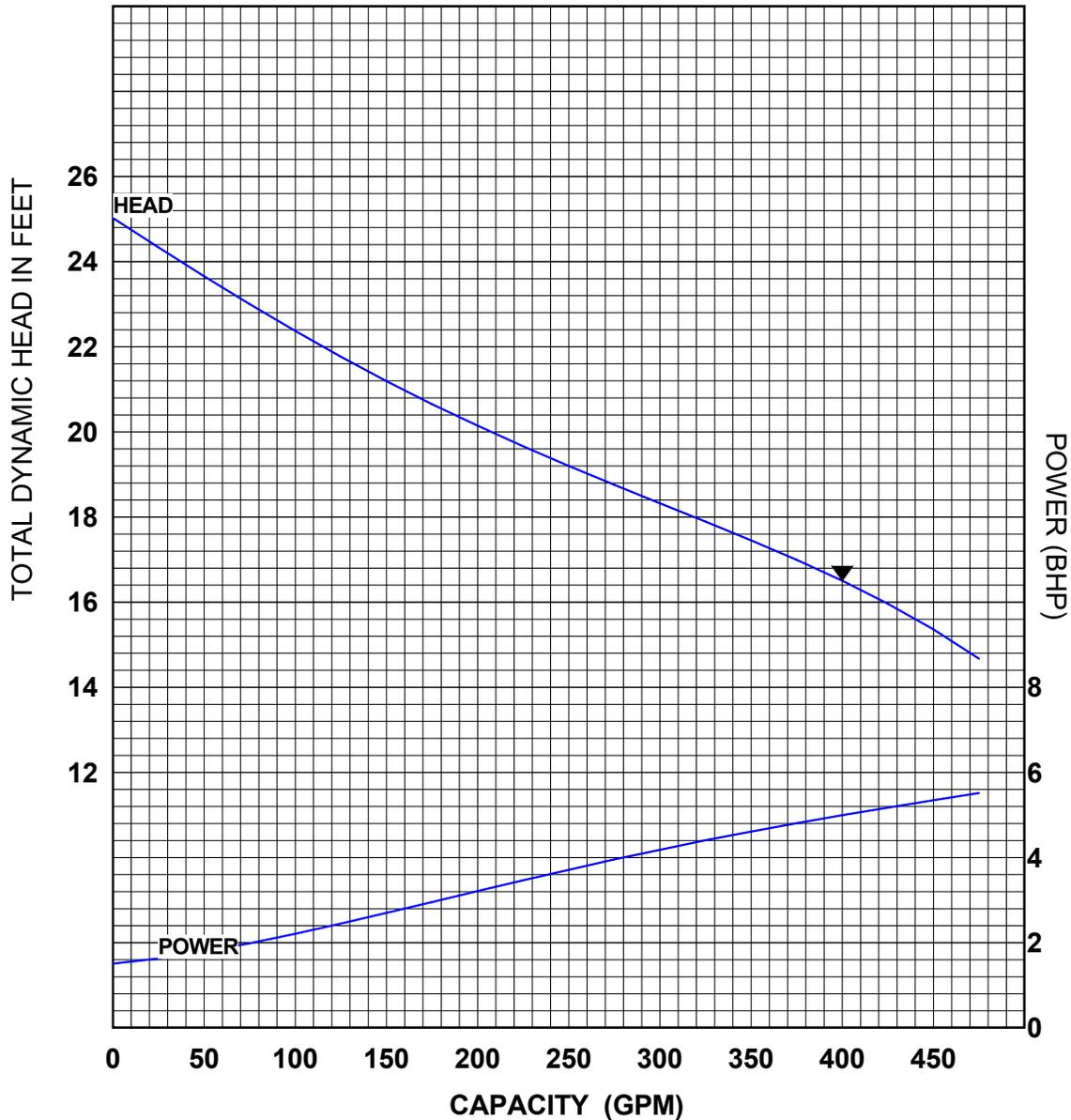
**WTP RECLAIM TRANSFER PUMP REMOVAL**

**SHEET**  
**4**  
**4 OF 4**

NO.	DATE	DESCRIPTION	CHK'D	APPR'D

REVISIONS

This performance curve is based on actual test data which has been adjusted to reflect a reasonable prediction of pump performance. Correction factors are based on field experience and actual test results pumping various materials of different viscosities and specific gravities. Please note that many materials are non-Newtonian in character, and that their properties vary in different pumping conditions which makes precise prediction of performance difficult, if not impossible.



Quoted to:		Quote ID:		Quoted by:	
Capacity <b>400.0 usgpm</b>	Head <b>16.5 ft</b>	Viscosity <b>1.0 cP</b>	Specific Gravity <b>1.20</b>	Temperature <b>72 °F</b>	
Pumpage <b>Abrasive Sand Slurry</b>		Solid <b>Abrasive</b>			
<b>GPI403-12-2HHD</b>	RPM <b>698</b>	Discpac <b>12.00 in.</b>	Power <b>5.0 HP</b>	Cutoff Power <b>5.5 HP</b>	



## VACON® 100 X – a top class decentral drive

With a power range from 1.1 kW to 37 kW the VACON® 100 X sets a new benchmark for decentral drives. It comes with IP66/Type 4X outdoor protection rating and has highly advanced control capability which guarantees processes run exactly how you want them to. On top of all this, it has built-in harmonic filtering chokes, making it suitable for public networks.

### Top class protection

IP66/Type 4X outdoor protection approval means that VACON® 100 X comes with all the armour it needs in order to stand up to the challenges that demanding applications can throw at it. The robust, die-cast metal frame is strong enough to withstand 3g vibrations, and its cooling capabilities are excellent. The enclosure is powder coated for protection against corrosion and is designed to be fully operational in outdoor environments. The rubber sealing comes equipped with a protective Snap-in Vent (Membrane

IP69K). This ensures the pressure inside the drive is equalized with the surrounding environment, which in turn prevents the sealing from being worn down.

### Into the heat of the action

The enclosure's heatsink is easy to clean and the large, open cooling ribs allow the drive to perform in temperatures up to 60 °C (with derating). The cooling system is such that it is not dependent on motor airflow like most motor mounted drives, and the fan is speed-controlled and pluggable, and therefore easy to replace.

### Programming designed for OEMs

Built-in PLC functionality, using IEC61131-1 programming methods, allows software logic and parameter list definitions to be modified with the optional VACON® Programming tool. This means that users can customize the drive around their requirements, making it an attractive option for OEM customers.

### Typical applications

- Machinery
- Conveyors
- Pumps
- Fans
- Decentral solutions in a high variety of applications
- Outdoor applications
- Applications exposed to vibrations

# What's inside VACON® 100 X

TÜV/SÜD certified solution



## Pressure equalizer vent

Just like VACON® 20 X, VACON® 100 X comes with a pressure equalizer vent which allows the enclosure to breathe, however harsh the external conditions, and prevents it from getting worn down. This acts as a barrier against condensation, dust and dirt and ensures pressure inside the drive is equalized with the surrounding environment.

## Large cooling ribs

The front of the drive's enclosure offers cooling protection with ribs that don't collect dust. They allow full access to the heatsink and can be cleaned with pressurized water. This makes them easy to maintain and ensures reliable operation.

## Power head

All the power components are contained in one compact and robust unit. Removable connectors are always used to make connections, meaning the power head can be easily removed where needed.

## Terminal box

A single box that contains all the drive's wiring and the control unit, freeing up space elsewhere.

## Expansion slots for additional option boards

Two expansion slots open up the possibility of connecting to other fieldbuses and I/O boards.

## Mains switch integrated as option

Using the integrated drive supply switch option, the drive's main supply can be disconnected and locked during maintenance work. This helps save on investment costs and space and provides safety during the job.

## Mountable in four orientations

Both the drive and the keypad can be mountable in four positions. This means that however you set up the VACON® 100 X, the keypad will remain easily operable. Since there are no electrical cable connections to worry about, it can even be rotated in the field.

## Motor mountable

The drive can be mounted onto any flat surface. Motor mounting is done using additional adaptable parts.

# Ratings and dimensions

## VACON® 100 X

Supply voltage	AC drive type	Power		Motor current		Enclosure size	Dimensions W x H x D**		Weight	
		kW	HP	I <sub>N</sub> [A]	1.5 x I <sub>N</sub> [A]		mm	inches	kg	lb
208-240 VAC, 3-phase	VACON0100-3L-0006-2-X	1.1	1.5	6.6	9.9	MM4	190.7 x 315.3 x 196.4	7.51 x 12.41 x 7.73	8.8	19.4
	VACON0100-3L-0008-2-X	1.5	2.0	8.0	12.0					
	VACON0100-3L-0011-2-X	2.2	3.0	11.0	16.5					
	VACON0100-3L-0012-2-X	3.0	4.0	12.5	18.8					
	VACON0100-3L-0018-2-X	4.0	5.0	18.0	27.0	MM5	232.6 x 367.4 x 213.5	9.16 x 14.46 x 8.41	14.9	32.9
	VACON0100-3L-0024-2-X	5.5	7.5	24.2	36.3					
	VACON0100-3L-0031-2-X	7.5	10.0	31.0	46.5	MM6	350 x 500 x 235	13.78 x 19.69 x 9.25	31.5	69.5
	VACON0100-3L-0048-2-X	11.0	15.0	48.0	72.0					
VACON0100-3L-0062-2-X	15.0	20.0	62.0	93.0						
380-480 VAC, 3-phase	VACON0100-3L-0003-4-X	1.1	1.5	3.4	5.1	MM4	190.7 x 315.3 x 196.4	7.51 x 12.41 x 7.73	8.8	19.4
	VACON0100-3L-0004-4-X	1.5	2.0	4.8	7.2					
	VACON0100-3L-0005-4-X	2.2	3.0	5.6	8.4					
	VACON0100-3L-0008-4-X	3.0	5.0	8.0	12.0					
	VACON0100-3L-0009-4-X	4.0	5.0	9.6	14.4					
	VACON0100-3L-0012-4-X	5.5	7.5	12.0	18.0					
	VACON0100-3L-0016-4-X	7.5	10.0	16.0	24.0	MM5	232.6 x 367.4 x 213.5	9.16 x 14.46 x 8.41	14.9	32.9
	VACON0100-3L-0023-4-X	11.0	15.0	23.0	34.5					
	VACON0100-3L-0031-4-X	15.0	20.0	31.0	46.5					
	VACON0100-3L-0038-4-X	18.5	25.0	38.0	57.0	MM6	350 x 500 x 235	13.78 x 19.69 x 9.25	31.5	69.5
	VACON0100-3L-0046-4-X	22.0	30.0	46.0	69.0					
	VACON0100-3L-0061-4-X	30.0	40.0	61.0	91.5					
	VACON0100-3L-0072-4-X	37.0*	50.0*	72.0*	80.0*					
380-500 VAC, 3-phase	VACON0100-3L-0003-5-X	1.1	1.5	3.4	5.1	MM4	190.7 x 315.3 x 196.4	7.51 x 12.41 x 7.73	8.8	19.4
	VACON0100-3L-0004-5-X	1.5	2.0	4.8	7.2					
	VACON0100-3L-0005-5-X	2.2	3.0	5.6	8.4					
	VACON0100-3L-0008-5-X	3.0	5.0	8.0	12.0					
	VACON0100-3L-0009-5-X	4.0	5.0	9.6	14.4					
	VACON0100-3L-0012-5-X	5.5	7.5	12.0	18.0					
	VACON0100-3L-0016-5-X	7.5	10.0	16.0	24.0	MM5	232.6 x 367.4 x 213.5	9.16 x 14.46 x 8.41	14.9	32.9
	VACON0100-3L-0023-5-X	11.0	15.0	23.0	34.5					
	VACON0100-3L-0031-5-X	15.0	20.0	31.0	46.5					
	VACON0100-3L-0038-5-X	18.5	25.0	38.0	57.0	MM6	350 x 500 x 235	13.78 x 19.69 x 9.25	31.5	69.5
	VACON0100-3L-0046-5-X	22.0	30.0	46.0	69.0					
	VACON0100-3L-0061-5-X	30.0	40.0	61.0	91.5					
	VACON0100-3L-0072-5-X	37.0*	50.0*	72.0*	80.0*					

\* Low overload (110%) \*\* dimensions without keypad and mains switch

### Technical highlights

- IP66/Type 4X outdoor protection rating
- 3g resistance to vibrations (according to 3M7/IEC 60721-3-3)
- Supports both induction and permanent magnet motors
- Option of ability to operate in temperatures ranging from -40 °C to 60 °C
- Integrated with RS485 Modbus and EtherNET communication
- Safe Torque Off (STO) mode according to SIL3
- Built-in EMC filter for EN61800-3 category C2 (C1 as option)
- DC choke and film capacitor meet EN61000-3-12 requirements
- Integrated brake chopper in all frame sizes
- PTC input as standard

### Benefits

- Able to withstand rough conditions such as heat, dirt and vibrations
- Easy to keep clean
- Approval for public networks makes it flexible for installation
- VACON® Programming enables top class integration for countless OEM applications
- High efficiency and simulated air flow ensure long lifetime
- Mountable in any position; fits into any available space

# Technical data

## General

<b>Communication</b>	RS485	Standard: Modbus RTU, BACnet, N2
	Ethernet	Standard: Modbus TCP (EtherNet/IP and PROFINET IO as built-in option)
	HMI	RS422 based for PC tools or keypad interface
<b>Software features</b>	Control characteristics	Induction and PMSM motor control Switching frequency up to 16 kHz (factory default 6 kHz) Frequency control U/f and Open loop sensorless vector control Motor tuning identification and flying start mode
<b>Motor connection</b>	Output voltage	0...U <sub>m</sub>
	Output current	Continuous rated current I <sub>n</sub> at rated ambient temperature Overload 1.5 x I <sub>n</sub> for 1 min/10min; 1.1 x I <sub>n</sub> for 1min/10min (for 37 kW only)
	Starting current / torque	Current 2 x I <sub>n</sub> for 2 secs every 20 sec period
	Output frequency	0...320 Hz - resolution 0.01 Hz
<b>Ambient conditions</b>	Ambient operating temperature	-10 °C...+40 °C without derating (max. temperature 60 °C with derating); Arctic mode as option with temperature down to -40 °C
	Vibration	3g resistance to vibrations (according to 3M7/IEC 60721-3-3)
	Altitude	100% load capacity (no derating) up to 1000 m; 1% derating every 100 m up to 3000 m
	Protection rating	IP66 / Type 4X outdoor
<b>EMC</b>	Immunity Emissions	Complies with EN 61800-3, level C2 (C1 as option)
<b>Functional safety</b>	Safe Torque Off (STO)	SIL 3 according to IEC61800-5-2 PL e / Cat 4 according to ISO13849-1

## I/O connections

Standard I/O		
Terminal		Signal
A	RS485	Differential receiver / transmitter
B	RS485	Differential receiver / transmitter
1	+10V <sub>ref</sub>	Reference output
2	AI1+	Analog input 1, voltage or current
3	AI1- / GND	Analog input 1 common
4	AI2+	Analog input 2, voltage or current
5	AI2- / GND	Analog input 2 common
6	24V <sub>out</sub>	24 V aux. voltage
7	GND	I/O ground
8	DI1	Digital input 1
9	DI2	Digital input 2
10	DI3	Digital input 3
11	DICOM A	Common for DI1 - DI3
12	24V <sub>out</sub>	24 V aux. voltage
13	GND	I/O ground
14	DI4	Digital input 4
15	DI5	Digital input 5
16	DI6	Digital input 6
17	DICOM B	Common for DI4 - DI6
18	AO1+	Analog output (+output), voltage current
19	AO1- / GND	Analog output signal common (-output)
30	24V	24 V aux. input voltage

Relays			STO connections	
Terminal			Terminal	
21	RO1/1 NC	Relay output 1	S1	Isolated digital output 1
22	RO1/2 CM		G1	
23	RO1/3 NO			
24	RO2/1 NC	Relay output 2	S2	Isolated digital output 2
25	RO2/2 CM		G2	
26	RO2/3 NO			F+ F-
28				
29				Thermistor input

## Option boards

<b>OPT-B1-V</b>	6 x DI/DO, each digital input can be individually programmed to also act as digital output
<b>OPT-B2-V</b>	2 x Relay output + Thermistor
<b>OPT-B4-V</b>	1 x AI, 2 x AO (isolated)
<b>OPT-B5-V</b>	3 x Relay output
<b>OPT-B9-V</b>	1 x RO, 5 x DI (42-240 VAC)
<b>OPT-BF-V</b>	1 x AO, 1 x DO, 1 x RO
<b>OPT-E3-V</b>	PROFIBUS DPV1, (screw connector)
<b>OPT-E5-V</b>	PROFIBUS DPV1, (D9 connector)
<b>OPT-E6-V</b>	CANopen
<b>OPT-E7-V</b>	DeviceNet
<b>OPT-BH-V</b>	3 x PT100 or PT1000, NI1000, KTY84-130, KTY84-150, KTY84-131
<b>OPT-BK-V</b>	AS-interface option card
<b>OPT-EC-V</b>	EtherCAT option card
<b>OPT-C4-V</b>	LonWorks

## Options

<b>VACON-PAN-HMGR-MC05-X</b>	Handheld/Magnetic fixing IP66 graphical keypad
<b>POW-QDSS-MM04</b>	Integrated disconnect switch for enclosure size MM4
<b>POW-QDSS-MM05</b>	Integrated disconnect switch for enclosure size MM5
<b>POW-QDSS-MM06</b>	Integrated disconnect switch for enclosure size MM6
<b>ENC-QAFH-MM04</b>	Auxiliary Frame Heater option for enclosure size MM4
<b>ENC-QAFH-MM05</b>	Auxiliary Frame Heater option for enclosure size MM5
<b>ENC-QAFH-MM06</b>	Auxiliary Frame Heater option for enclosure size MM6
<b>ENC-QMMF-MM04</b>	Motor Mount Flange for enclosure size MM4
<b>ENC-QMMF-MM05</b>	Motor Mount Flange for enclosure size MM5
<b>ENC-QMMF-MM06</b>	Motor Mount Flange for enclosure size MM6

## Type code key

VACON0100	3L	0006	4	X	+	OPTION	CODES
0100	Product range VACON 100						
3L	Input/Function 3L = Three-phase input						
0006	Drive rating in Ampere eg. 0006 = 6 A						
4	Supply voltage 2 = 208-240 V 4 = 380-480 V 5 = 380-500 V						
X	IP66/Type 4X outdoor protection rating EMC level C2						
+	STO integrated Brake chopper integrated: DC bus connection integrated						
OPTION	+HMGR = Graphical keypad +SRBT = Battery for RTC +FBIE = support for PROFINET IP and EtherNET IP						
CODES							



## Danfoss Drives

Danfoss Drives is a world leader in variable speed control of electric motors. We aim to prove to you that a better tomorrow is driven by drives. It is as simple and as ambitious as that.

We offer you unparalleled competitive edge through quality, application-optimized products targeting your needs – and a comprehensive range of product lifecycle services.

You can rely on us to share your goals. Striving for the best possible performance in your applications is our focus. We achieve this by providing the innovative products and application know-how required to optimize efficiency, enhance usability, and reduce complexity.

From supplying individual drive components to planning and delivering complete drive systems; our experts are ready to support you all the way.

We draw on decades of experience within industries that include:

- Chemical
- Cranes and Hoists
- Food and Beverage
- HVAC
- Lifts and Escalators
- Marine and Offshore
- Material Handling
- Mining and Minerals
- Oil and Gas
- Packaging
- Pulp and Paper
- Refrigeration
- Water and Wastewater
- Wind

You will find it easy to do business with us. Online, and locally in more than 50 countries, our experts are never far away, reacting fast when you need them.

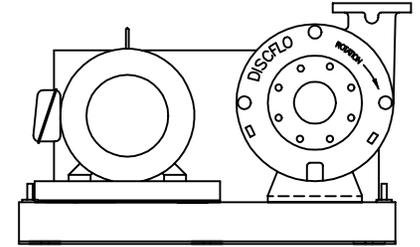
Since 1968, we have been pioneers in the drives business. In 2014, Vacon and Danfoss merged, forming one of the largest companies in the industry. Our AC drives can adapt to any motor technology and we supply products in a power range from 0.18 kW to 5.3 MW.

**VLT® | VAGON®**

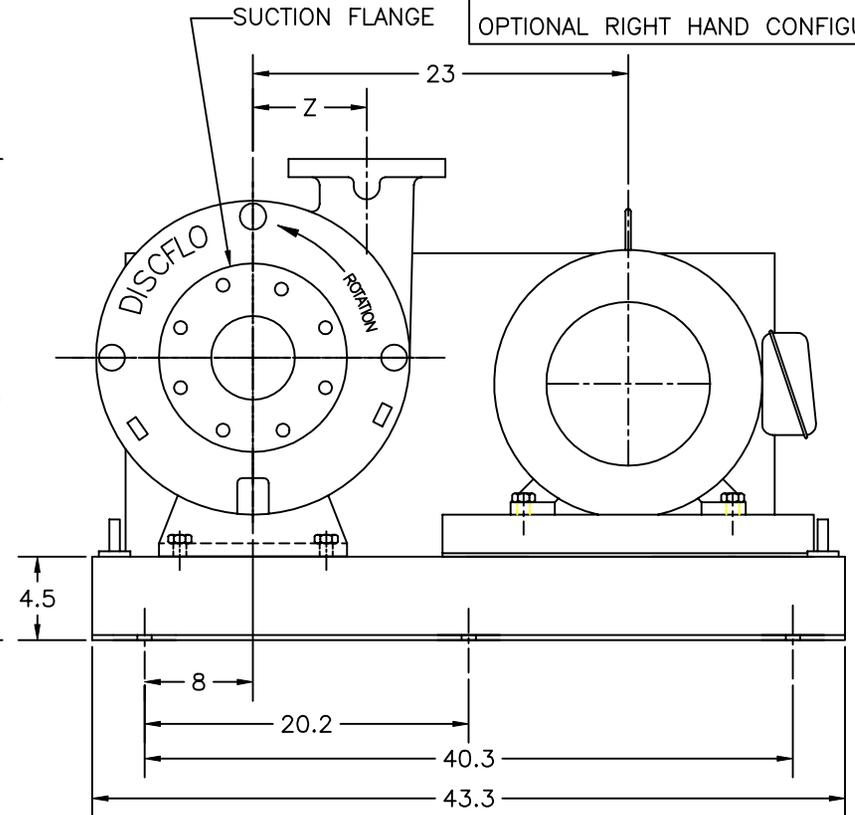
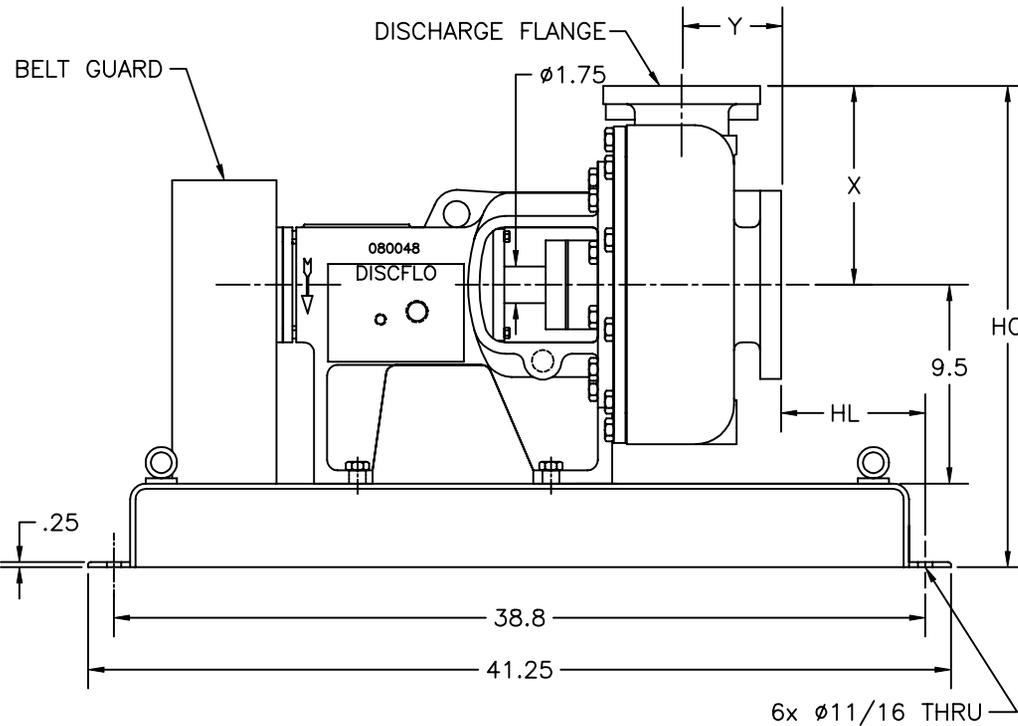
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DISCFLO MODEL NUMBER	SUCTION FLANGE SIZE	DISCHARGE FLANGE SIZE	DIM "HL"	DIM "HO"	DIM "X"	DIM "Y"	DIM "Z"
402-12	4	2	8	23.5	9.5	4.4	5.75
403-12	4	3	6.9	23.5	9.5	5	5.2
604-12	6	4	5.7	24.6	10.6	5.6	4.75

REV		ZONE		DESCRIPTION	DATE	APPROVED
A3	ALL	REMOVED	"W"	DIMENSIONS		



**NOT FOR CONSTRUCTION**



**NOTES:**

- 1) MAXIMUM POWER 50HP OR UNDER  
CONTACT FACTORY FOR POWER INFO.
- 2) FLANGE: ANSI 150# STD.  
300# AVAILABLE
- 3) NOT FOR CONSTRUCTION

CUSTOMER: _____	CAPACITY: _____ TDH: _____
CUSTOMER ORDER No.: _____	PRODUCT: _____
ENG./CONTRACTOR: _____	SP. GR.: _____ VISC.: _____ TEMP.: _____
DISTRIBUTOR: _____	SOLID SIZE: _____ % SOLIDS: _____
DISCFLO REF. No.: _____ DATE: _____	PUMP MODEL: _____
MOTOR ENCL: _____ FRAME: _____	CASE MAT'L: _____ DISCPAC MAT'L: _____
RPM: _____ HP: _____	PUMP RPM: _____ COUPLING: _____
PHASE: _____ VOLTAGE: _____	SEAL TYPE: _____
CERTIFIED BY: _____	DATE: _____

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**12 IN. PUMP  
SIDE BY SIDE  
"V" BELT DRIVE  
LEFT HAND CONFIG.**

PREFIX	DRAWING NUMBER	REV	SHEET	SHEET SIZE
SLI	ISS004	A3	1 OF 1	C

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES.