PROJECT MANUAL FOR:

HOLLYWOOF DOG PARK AT STAN GOLDMAN MEMORIAL PARK



PROJECT NO. PR 14-037

CITY OF HOLLYWOOD

DEPARTMENT OF PUBLIC WORKS
ENGINEERING & ARCHITECTURAL SERVICES DIVISION

2600 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33020



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

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

THIS PACKAGE CONTAINS:

NOTICE OF IMPOSITION OF CONE OF SILENCE

NOTICE TO ALL BIDDERS AND PROPOSERS

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

PROPOSAL, INCLUDING BID FORM

APPROVED BID BOND

INFORMATION REQUIRED OF BIDDERS

EXHIBITS: A. Local Preference Program

B. Cone of Silence

SUBMIT THIS COMPLETE PACKAGE WITH YOUR BID IN DUPLICATE



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

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

NOTICE OF IMPOSITION OF CONE OF SILENCE

On **Tuesday, November 4, 2014**, the City of Hollywood, FL Department of Public Works, Engineering & Architectural Services issued the following:

HOLLYWOOF DOG PARK at Stan Goldman Memorial Park PROJECT # PR 14-037

The project consists of a new fenced community dog park and related support installations at the existing Stan Goldman Memorial Park, located at 800 Knights Road. Selective tree removal and grading shall prepare the site for support installations to include: a new park entrance gate, concrete walkways, paved parking for 15 vehicles, pedestrian safety lighting, signage, park benches and waste bins, dog drinking fountains and equipment, landscaping and irrigation. In conjunction with the park improvements, the existing service road from 600 Knights Road south to the park shall be widened and landscaped to create a new park entrance drive. The neighboring Knights of Columbus parking lot entrance gate shall be replaced with a new metal picket gate, as part of the community park entrance enhancements.

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

cc: City Commission Office
City Manager
City Clerk (Sunshine Board)
Affected Department(s)/office(s)

The following are to be copied by email only:

Matthew Lalla Maria Kong Joel Wasserman Sheila Allen Denis Orozco Lorna Bailey

NOTICE TO ALL BIDDERS AND PROPOSERS

The City of Hollywood City Commission adopted by Ordinance No. <u>O-2007-05</u>, which created Section 30.15(E) imposing a Cone of Silence for certain City procurement.

"Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Section 38.40 of the Code of Ordinances between: any person who seeks an award therefore, including a potential vendor or vendor's representative, and any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

"Vendor's representative" means an employee, partner, officer, or director of a potential vendor, or consultant, Lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

A full copy of Section 30.15(E) is attached to the bid document for your review. If you have any questions, please contact the name listed in the attached bid document.



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

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

PROJECT NAME: HOLLYWOOF DOG PARK at Stan Goldman Memorial Park

PROJECT NUMBER: PR 14-037

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hollywood, Florida, is advertising for sealed bids which shall be <u>submitted to the City Clerk's Office</u> (City Hall, 2600 Hollywood Boulevard, Room 221) of the City of Hollywood, Florida, until Wednesday, November 26, 2014 at 10:00 a.m., local time, at which time they will be opened and read publicly in the Department of Public Works, Engineering & Architectural Services Division Conference Room at 2600 Hollywood Boulevard – Room 308, Hollywood, Florida.

The Bid Package and any other Contract documents may be obtained from the Department of Public Works, Engineering & Architectural Services Division at 2600 Hollywood Boulevard in Hollywood. The first copy to all eligible bidders will be provided at no cost. Additional copies will be furnished upon request for a nominal fee. The contract documents and drawings can also be downloaded at http://www.hollywoodfl.org/Bids.aspx.

Each bid must be accompanied by a Bid Security, in an amount no less than ten percent (10%) of the bid amount. Said security shall be in the form of a Certified Check or Cashier's Check on a solvent National or State Bank, or a bid bond executed by the Bidder and a qualified Surety, satisfactory and payable to the City of Hollywood, Florida.

A Cone of Silence is in effect with respect to this bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances.

It will be the sole responsibility of the Bidder to <u>deliver</u> personally or by <u>mail</u>, his/her proposal to the City Clerk's Office at City Hall on or before the closing hour and date for the receipt of bids as noted above.

The City Commission reserves the right to reject any or all bids, to waive informalities and to accept or reject all or any part of any bid, as they may deem to be in the best interest of the City of Hollywood, Florida.

Dated this 4th Day of November 2014

CITY OF HOLLYWOOD, FLORIDA

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

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Bids must be submitted on the attached Proposal, which shall be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Where unit prices and extended totals are required, unit prices take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If the Bid is made by an individual, he must sign his name therein and state his address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership. Bids by corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

2. RECEIPT AND OPENING OF BIDS:

The Proposal and the Bid Guarantee, as assembled herein, must be delivered in a sealed, opaque envelope, addressed to the City Clerk of Hollywood, Florida, by the time called for in the Notice to Bidders and shall be properly identified on the face thereof.

Proposals will be publicly opened and immediately read aloud at the time and place designated in the Notice to Bidders. No Proposal will be considered which is not based upon these Drawings and Specifications, or which contains any letter or written memorandum qualifying the same, or which is not properly made out and signed in writing by the Bidder.

3. CONTRACT DOCUMENTS:

The Contract Documents give the location and description of the work to be done under this Contract and estimated quantities of each item of work for which ids are invited, the time in which the work must be completed, the amount of the Bid Guaranty, if any, and the date, time and place of the receipt and opening of the Bids.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

The bidder is required to carefully examine the site of the work and the contract documents for the work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the Contract Documents, laws, ordinances, codes and any other factors which may affect the performance of the work. Failure to be so informed will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provision of the Contract Documents and to complete the contemplated work for the consideration set forth in his Bid.

5. 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 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.

6. ADDENDA - CHANGES WHILE BIDDING:

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the Plans or Specifications which shall be included in the work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to the Project Manager for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum and a copy of such addendum will be mailed or delivered to each prospective Bidder who has received a set of documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

7. 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 <u>10%</u> of the Bid <u>WILL BE</u> required for this project in accordance with the Notice to Bidders.

8. QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:

The Contract will be awarded only to a Bidder, who in the opinion of the Engineer is fully qualified to undertake the work. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial

status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered as sufficient justification to disqualify a Bidder and reject his Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process of 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 in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

9. LIFE AND WITHDRAWAL OF BID:

All bids shall remain open for 60 days after the day of the Bid opening, however, the Engineer may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

10. REJECTION OF IRREGULAR BIDS:

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

11. BIDDING ERRORS:

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

If after review, the Engineer is convinced that an honest, allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility and his Bid Guaranty shall be returned. If the Engineer is not convinced that an honest, allowable error has been made, the Bid Guaranty shall be held by the City for damages incurred.

Should the actual damages be less than the Bid Guaranty, any excess amount will be returned to the Bidder. If actual damages are greater than the Bid Guaranty, the City shall have the right to proceed against the defaulting Bidder for the additional damages. Award may be made as stated above.

12. AWARD OF CONTRACT:

The City Commission reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to readvertise for all or any part of the work contemplated. If Bids are found to be acceptable by the City Commission, written notice of award will be given to the lowest responsive, responsible Bidder.

13. NOT USED

14. LOCAL PREFERENCE PROGRAM:

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

business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

For questions or additional information regarding Program compliance, please contact:

15. EXECUTION OF CONTRACT:

The Bidder to whom the Contract is awarded shall, within ten (10) days of the date of award, execute and deliver two 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. Subcontractor and material suppliers list and price or percentage of work required with sealed bids in accordance with Local Preference Program.
- G. Proof of valid City of Hollywood Building Department Registration for the Contractor and all Sub-Contractors.

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.

16. 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 15 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to <u>CORRECTLY</u> complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. The City shall hold the Bid Guaranty of any Bidder failing to execute the awarded Contract for consequential damages incurred, and the Contract awarded, as the Commission desires.

17. GUARANTY OF FAITHFUL PAYMENT:

Payment Bonds equal to the total Bid will be required of the Awardee. The Performance and Payment Bonds must be written by a Surety licensed to do business in the State of Florida: As per Florida Statute Section 255.05, the Contractor shall be required to record the payment and performance bond in the public records of Broward County.

- A. Listed in the United States Department of Treasury's Circular 750, and
- B. Rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

On projects not exceeding \$500,000, a bond written by an unrated surety will be accepted provided that evidence is submitted to show full compliance with Florida State Statutes Section 287.0935.

18. INSURANCE:

Evidence of insurance must comply with the provisions of Paragraph 13.4 of the General Conditions.

19. BUILDING DEPARTMENT REGISTRATION:

The awardee and all Sub-Contractors, in order to obtain any required City of Hollywood permit, must register with the City of Hollywood Building Department. Registration must be current and in effect prior to the execution of the contract by the City of Hollywood. Registration can be obtained upon presentation of

- A. Proof of valid insurance with the City of Hollywood named as the Certificate Holder to receive notification upon insurance expiration or cancellation;
- B. An Occupational License from within the State of Florida, and
- C. Either a Broward County Central Examining Board Card (with State of Florida Registration) or State of Florida Certification.

20. BUILDING PERMITS:

The CONTRACTOR and Sub-Contractors must obtain the standard Building Department Permits as may be required by the City of Hollywood Building Department for any work covered under this Contract. The City of Hollywood shall pay all City of Hollywood permit fees including any Federal, State, and County surcharges applicable at the time that the permit is issued. The Contractor or Sub-Contractors shall be responsible for obtaining all inspections required under Section 110 of the South Florida Building Code 2010.

The Contractor shall obtain all other required permits and licenses as specified in Section 1.06 of the Supplementary Conditions. Payment for all applicable permit and license fees shall be made in accordance with Section 1.06 of the Supplementary Conditions.

21. PUBLIC ENTITY CRIMES FORM:

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PROPOSAL

TO THE MAYOR AND COMMISSIONERS CITY OF HOLLYWOOD, FLORIDA

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 Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

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 complete all Contract Work with the time specified in the Bid Form, as may be modified by Article 14, Instructions to Bidders, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom.

The BIDDER acknow	ledges receipt of the follo	owing addenda:	
No	Dated		
No	Dated		
No	Dated		
Contract and the Bo Contract forms, the of thereon, shall be pa check or Bid Bond ac	d agrees that in case nd within ten (10) days check or Bid Bond accordid into the funds of the companying this Propos	after being presented ompanying his bid, and city of Hollywood, Flo al shall be returned to the	with the prescribed the money payable orida, otherwise, the ne undersigned.
	certified check on the		
	Bank of		
	or approved Bid Bond fo	or the sum of	
Dollars	(\$) according to the co	nditions under the
Instructions to Bidder	s and provisions therein.		
WHEN THE BIDDER	IS AN INDIVIDUAL:		
(Signature of Individual)		
(Printed Name of Individu	ual)	
(Address)		

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

	(Name of Firm)	_
	(Address)	_
	(Signature of Individual)	(SEAL)
	(Printed Name of Individual)	
WHEN THE BIDDE	ER IS A PARTNERSHIP:	
	(Name of Firm) A Partnership	
	(Address)	
Ву:	(Partner)	(SEAL)
	(Printed Name of Partner)	
Name and Address	s of all Partners:	

WHEN THE BIDDER IS A JOINT VENTURE:

	(Correct Name of Corporation)	-
	(Address)	-
Ву:		(SEAL)
	(Printed Name & Official Title)	-
Organized under the aw to make this bidunder the Contract E	e laws of the State of, and displayed and perform all work and furnish materials and equip Documents.	authorized by ment required
WHEN THE BIDDE	R IS A CORPORATION:	
	(Correct Name of Corporation)	-
	(Address of Corporation)	- -
Ву:		(SEAL)
	(Printed Name & Official Title)	-
aw to make this bid	e laws of the State of, and land perform all Work and furnish materials and equip	authorized by ment required

CERTIFIED COPY RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)
RESOLVED that
of
(Person Authorized to Sign) (Name of Corporation)
be authorized to sign and submit the Bid or Proposal of this corporation for the following project:
The foregoing is a true and correct copy of the Resolution adopted by at a meeting of its Board of (Name of Corporation)
Directors held on the day of, 20
By:(SEAL)
(Printed Name & Official Title)

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



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

PROPOSAL BID FORM

Project No.: PR 14-037 Project Name: Hollywoof Dog Park at Stan Goldman

Memorial Park

Account No.: 34.3100.88493.572.006301

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 145 calendar days following the issuance of the Notice to Proceed. UNIT PRICE PREVAILS OVER TOTAL PRICE. All entries on this form must be typed or written in block form in ink. Quantities provided are for information purposes.

BASE BID:

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	Unit Price	<u>Total</u>
1.	Demolish and dispose of existing chain link fencing and gates, as indicated in the drawings	1	LS		
2.	Demolish and dispose of asphalt walks and paving, as indicated in the drawings.	1	LS		
3.	Remove and dispose of selected trees and underbrush. Trim, clear, grub and grade site as indicated in the drawings.	1	LS		
4.	Furnish and install new decorative colored concrete walks, concrete sidewalks and curbs, concrete pads for park benches and trash receptacles, as indicated in the drawings.	1	LS		·
5.	Furnish and install new accessible gravel walking path, as indicated in the drawings.	1	LS		
6.	Furnish and install new asphalt drive and parking lot, to include all striping and accessibility signage, as indicated in the drawings.	1	LS		
7.	Furnish and install (4) new light poles and all related components for full service, as indicated in the drawings.	1	LS		
8.	Furnish and install (2) new dog drinking water fountains and all related components for full service, as indicated in the drawings.	1	LS		
9.	Furnish and install new park chain link fencing, posts and gates, as indicated in the drawings.	1	LS		

10.	Furnish and install new park entrance metal swing gate, as indicated in the drawings.	1	LS			
11.	Furnish and install new Knights of Columbus entrance metal picket swing gate and fence, as indicated in the drawings.	1	LS			
12.	Repair and/or modify existing chain link fencing and posts, as indicated in the drawings.	1	LS			
13.	Furnish and install new irrigation system and all related components for full service, as indicated in the drawings.	1	LS			
14.	Furnish and install new passive drainage system and all related components, as indicated in the drawings.	1	LS			
15	Furnish and install new landscaping, to include sod restoration where required, as indicated in the drawings (EXHIBIT "A").	1	LS			
		TOTAL:			\$	
	* ADD ALTERNATES: Receive, install and anchor (where required) the following items purchased directly by the City of Hollywood, Department of Parks and Recreation:					
	One (1) Dog Park welcome sign	1	LS	\$	\$	
	Four (4) metal park benches	1	LS	\$	\$	
	Four (4) trash receptacles	1	LS	\$	\$	
	Four (4) dog clean-up stations	1	LS	\$	\$	
	Ten (10) dog equipment stations	1	LS	\$	\$	
	TOTAL:				\$	
*The *The	Note: *The Add Alternate items will be selected based on the funding availability. *The lowest bid will be determined on the base bid, plus add alternate items, if selected. Company Name:					

Date:

Signature:

APPROVED BID BOND (Construction)

STATE OF FLORIDA **COUNTY OF BROWARD** CITY OF HOLLYWOOD

KNOW ALL MEN BY THESE PRESENTS:

That we, as Principal,
and, as
Surety, are held and firmly bound unto the City of Hollywood in the sum of
Dollars (\$
) lawful money of the United States, amounting to 10% of the total Bid
Price, for the payment of said sum, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has
submitted the accompanying bid, dated,20
for:
NOW, THEREFORE, if the principal shall not withdraw said bid within 60 days after date
of the same and shall within ten days after the prescribed forms are presented to him for
signature, enter into a written contract with the CITY, in accordance with the bid as
accepted, and give bond with good and sufficient surety or sureties, and provide the
necessary Insurance Certificates as may be required for the faithful performance and
proper fulfillment of such Contract, then this obligation shall be null and void

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the abo	ove bound parties have executed	this state	ment	under
their several seals this	_ day of	, 20,	the	name
and corporate seal of each corpor	rate party being hereto affixed and	I these pr	esent	ts duly
signed by its undersigned represer	ntative, pursuant to authority of its	governing	body	'.

WHEN THE PRINCIPAL IS AN INDIVIDUAL: Signed, sealed and delivered in the presence of: Signature of Individual Witness Address Printed Name of Individual Witness Address

WHEN THE PRINCIPAL IS A CORPORATION: Attest: Name of Corporation Secretary **Business Address** By: (Affix Corporate Seal) Printed Name Official Title CERTIFICATE AS TO CORPORATE PRINCIPAL I, _____, certify that I am the secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body. Secretary (Seal)

TO BE EXECUTED BY CORPORATE SURETY:

Secretary	Corporate Surety
	Business Address
Ву:	(Affix Corporate Seal)
	(Affix Corporate Seal)
	Attorney-In-Fact
	Name of Local Agency
	Business Address
STATE OF FLORIDA COUNTY OF BROWARD CITY OF HOLLYWOOD Before me. a Notary Public, duly	commissioned, qualified and acting, personally
	to me well known, who being by
me first duly sworn upon oath says tha	at he is the attorney-in-fact for the
and that he has been a	authorized by
to execute the foregoing bond on beh	alf of the CONTRACTOR named therein in favor of
the City of Hollywood, Florida.	
Subscribed and sworn to before me th	nis day of, 20
Commission Number:	Notary Public, State of Florida
My Commission Expires:	Printed Name of Notary

INFORMATION REQUIRED OF BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1.	Contractor's Name/Address:		
2.	Contractor's Email Address:		
3.	Contractor's Telephone Number:		
4.	Qualifier's Name:		
5.	Contractor's Primary Classification:		
	State Registration Number (attach copy, if applicable):		
	Contractor's Certification/Competency Number (attach copy):		
	Issuing Agency:		
	Occupational License Number (attach copy):		
	Issuing Agency:		
6.	Number of years as a Contractor in construction work of the type involved in this Contract:		
7.	List the names and titles of <u>all</u> officers of Contractor's firm:		
8.	Name of person who inspected site or proposed work for your firm:		
	Name:		
	Date of Inspection:		

NOTE: If requested by the City, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUB-CONTRACTORS

The Bidder SHALL list below the name, address, and phone number of each Sub-Contractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

Work to be Performed	Sub-Contractor's Name/Address	Telephone #
1		
3		
4	_	
	_	<u> </u>
5	_	_
		<u> </u>
6	_	
7	_	
	_	
8	_	
9	_	
10		

NOTE: Attach additional sheets if required.

REFERENCES

INFORMATION REQUIRED OF BIDDERS

Contractor's Name:			Phone Nu		
Contractor's A	ddress:				
Please list all of t	he projects you have completed	in the last three (3) yea	rs, by using the	following table.	
Project Name or Description:	Location/Address:	Completion Date	Contract Amount	Email or Website Address	Contact Person Name & Phone Number:
l.					
2.					
3.					
1.					
<u> </u>					
5.					
·					

8.					
9.					
10.					
11.					
40					
12.					
13.					
13.					
14.					
14.					
15.					
	1	l .		l	

You may attach additional sheets as necessary Page

References -

EXHIBIT A

NOTICE TO ALL BIDDERS AND PROPOSERS

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

additional information regarding For auestions **Program** or compliance, please contact:

Joel Wasserman, Director **Procurement Services** 2600 Hollywood Boulevard, Room 303 Hollywood, FL 33022-9045

Phone: (954) 921-3290 (954) 921-3086 Fax:

EXHIBIT "B"

ORDINANCE NO. 0-2007-05

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, AMENDING CHAPTER 30 OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 30.15 ENTITLED "LOBBYIST; REGISTRATION AND DISCLOSURE; ENFORCEMENT" IN ORDER TO ESTABLISH A CONE OF SILENCE.

WHEREAS, Section 30.15 of the Hollywood Code of Ordinances establishes the procedures and guidelines for Lobbying activities; and

WHEREAS, the City Commission desires to update Section 30.15 to include a Cone of Silence;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That Section 30.15 of the City's Code of Ordinances entitled "Lobbyists; Registration and Disclosure; Enforcement" is hereby amended to read as follows:

TITLE III: ADMINISTRATION

CHAPTER 30: CITY POLICIES, GENERALLY

LOBBYISTS/VENDORS; EX PARTE COMMUNICATIONS

§30.15 LOBBYIST/VENDOR REGULATIONS.

* * *

(E) Cone of Silence.

(1) "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Section 38.40 of the Code of Ordinances between:

(Coding: Words in struck through type are deletions from existing law; words underscored are additions)

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

For purposes of this subsection, "vendor's representative" means an employee, partner, officer, or director of a potential vendor, or consultant, Lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

- (2) A Cone of Silence shall be applicable to each RFP, RLI, RFQ, bid, or other competitive solicitation upon the issuance of the applicable RFP, RLI, RFQ, bid or other competitive solicitation. At the time of imposition of the Cone of Silence, public notice of the Cone of Silence shall be posted. A statement disclosing the requirements of this subsection shall be included in any advertisement and public solicitation for goods and services. The City Manager or his/her designee shall issue a notice to the affected department(s), the City Clerk, and City Commission's Office that such RFP, RLI, RFQ, bid or other competitive solicitation has been issued and the Cone of Silence has been imposed.
- (3) The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.
- (4) Nothing contained herein shall prohibit any potential vendor or vendor's representative:
 - (a) from making public presentations at a duly noticed pre-bid conference or before a duly noticed evaluation committee meeting;
 - (b) from communicating with the City Commission during a duly noticed public meeting; or
 - (c) from communicating verbally or in writing with a City employee for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RLI, RFQ, or bid documents. Only written addenda will be binding. No oral representations, clarifications, or changes made to the written specification by the City's employees, shall be binding unless such clarifications or changes are provided to bidders/proposers in written addendum form. All written information shall be provided to the members

of the applicable Evaluation Committee, including any response thereto and attached to the City Commission agenda item or to the City Manager for consideration of the award under the applicable competitive solicitation.

(d) from communicating in writing with the Director of Procurement Services or other staff person specifically designated on the procurement document, subject to the following provisions:

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RLI, RFQ, or other bid document number.

All written information shall be provided to the members of the applicable Evaluation Committee, including any response thereto and attached to the City Commission agenda item or to the City Manager for consideration of the award under the applicable competitive solicitation.

- (e) from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.
- (f) from attending meetings with homeowner associations, civic associations and the like to discuss a particular RFP, RFQ, RLI, bid or other competitive solicitation where a City Commissioner is in attendance.
- (5) Penalties. A violation of, or failure to comply with this subsection shall subject the offender, upon conviction, to a fine of \$500.00, or imprisonment for a period not to exceed 60 days, or both such fine and imprisonment shall be imposed. In addition, the provisions of subsections (6) through (8) below shall apply.
- representative who is alleged to have violated the requirements of this subsection. In such an event, the City Manager shall cause an investigation to be performed by the Cone of Silence Evaluation Committee (herein referred to as the Committee). The Committee shall be comprised of the Director of Financial Services, the Director of Business Development, the City Clerk, and the director or designee of the Department or Office for which the contract is to be awarded. The Director of the Department or Office for which the contract is to be awarded, or his/her designee, shall serve as the chairperson of the Committee. The City Attorney or designee shall be counsel to the Committee.

The Committee shall investigate the alleged violations, and present a written report, including recommendations, to the City Manager. If the City Manager determines that a

violation has occurred, he/she may void an award pursuant to subsection (7) below, and/or order a debarment as provided in subsection (8) below, based on the severity of the violation.

A copy of the Committee's report, and the City Manager's determination of a violation, if any, as well as the voiding of the award as provided in paragraph (7) below and/or the order of debarment as provided in paragraph (8) below, if any, shall be furnished or mailed to the vendor and vendor's representative who has been investigated.

- (7) A determination of violation shall render any RFP award, RLI award, RFQ award, or bid award, or any contract entered into pursuant thereto, to said potential vendor voidable, at the sole discretion of the City Manager, for those contracts which he/she is otherwise authorized to approve, or the City Commission, for all other contracts.
- [8] The debarment of a vendor due to said violation shall be for a period commensurate with the seriousness of the violation and shall continue for the duration ordered by the City Manager. Where the violation is willful or egregious, an indefinite term of debarment may be imposed. During the period of debarment, the vendor, and other companies with any of the officers or principals the same as the debarred vendor, may not bid on any City contracts, regardless of the dollar amount, nor be approved as a subcontractor on any City contract.
- (9) Appeal. A vendor/vendor's representative who is determined to have violated this subsection and who has been penalized as provided in subsections (7) or (8), may appeal in writing within ten (10) days or the date of receipt of the notice of violation. Said appeal request shall be submitted to the City Clerk, who shall place the appeal on the next available City Commission meeting.

* * *

- Section 2: That it is the intention of the City Commission and it is hereby ordained that the provisions of this section shall be made a part of the Code of Ordinances of the City of Hollywood, Florida, and the sections of the Code may be renumbered to accomplish such intention.
- <u>Section 3</u>: That if any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.
- <u>Section 4</u>: That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

ORDINANCE CONE OF SILENCE CHAPTER 30

3/22/07pac

Section 5: That this Ordinance shall be in full force and effect immediately upon its passage and adoption.
Advertised March 9, 2007.
PASSED on first reading this 21 day of February, 2007.
PASSED AND ADOPTED on second reading this day of _March, 2007.
Mora Stink at.
MARA GIULIANTI, MAYOR
ATTEST:
Ancial Ceny
PATRICIA A. CERNY, MMC CITY CLERK
ADDROVED AS TO FORM & LECALITY
APPROVED AS TO FORM & LEGALITY for the use and reliance of the
City of Hollywood, Florida, only.
Cla Fallik for gr
DANIEL L. ABBOTT CITY ATTORNEY



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

CONTRACT INDEX

HOLLYWOOF DOG PARK AT STAN GOLDMAN MEMORIAL PARK **PROJECT # PR 14-037**

The installation of a new fenced community dog park and related support installations at the existing Stan Goldman Memorial Park, located at 800 Knights Road. Selective tree removal and grading shall prepare the site for support installations to include: a new park entrance gate, concrete walkways, paved parking for 15 vehicles, pedestrian safety lighting, signage, park benches and waste bins, dog drinking fountains and equipment, landscaping and irrigation. In conjunction with the park improvements, the existing service road from 600 Knights Road south to the park shall be widened and landscaped to create a new park entrance drive. The neighboring Knights of Columbus parking lot entrance gate shall be replaced with a new metal picket gate, as part of the community park entrance enhancements.

CONTRACT

PERFORMANCE BOND

PAYMENT BOND

SAMPLE CERTIFICATE OF INSURANCE

BID PACKAGE

GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS



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

CONTRACT

THIS AGREEMENT, made and entered into, this day of , AD, 20 by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called "CITY"), AND

ANZCO, INC.

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

WITNESSETH: The parties hereto, for the considerations hereinafter set forth mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the attached Contract Documents, for the construction of:

HOLLYWOOF DOG PARK AT STAN GOLDMAN MEMORIAL PARK

<u>Article 2.</u> The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the Unit Price shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract (obtained by the application of such Unit Prices to the quantities shown in the Proposal) being the sum of:

THREE HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED AND SEVENTEEN DOLLARD

Dollars:	\$326,817.00

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

a) On the 15th day, or the first business day thereafter, of each calendar

month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with the Agreement and until such work has been accepted by the CITY.

PAYMENT:

Payment will be due to the Contractor from the City of Hollywood thirty (30) days after receipt of invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with the Specifications, because unacceptable equipment or Materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractor and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance or non-compliance with the "Late Payments by Contractors to Subcontractor and Material Suppliers" clause as soon as practicable so that it can be corrected without delaying payment if possible.

PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTORS TO **SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:**

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 15 Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence the work to be performed under this Contract within ten (10) calendar days after the date of written Notice to Proceed, and shall fully complete the Contract in accordance with the Contract Documents no later than the completion date set out in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is of the essence, and in the event that construction of the WORK is not completed with the Time Stipulated. as may have been modified solely in accordance with the provisions of Article 11 of the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Performance Bond hereto attached for its faithful performance, the CITY shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form approved by the CITY Attorney.

Article 6. Contract Documents: All the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

- 1. Notice to Bidders
- 2. Instruction to Bidders
- Proposal 3.
- Bid Bond 4.
- 5. Contract

- 6. **NOT USED**
- 7. Payment Bond
- **Specifications** 8.
- Addenda 9.
- 10. Plans
- Exhibits A, B. 11.

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

THE CITY OF HOLLYWOOD, FLORIDAP Party of the First Part	Ą	
By: Peter Bober, Mayor	(SEAL)	
	ATTEST:	
	City Clerk	
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxx
Party of the Second Part WHEN THE CONTRACTOR IS AN IND	OIVIDUAL:	
Signed, sealed and delivered in the pres	sence of:	
(Witness)	(Signature of Individual)	_(SEAL)
(Witness)	(Signature of Individual)	_

(Witness)	(SEAL) (Signature of Individual)
(Witness)	(Name of Firm)
Signed, sealed and delivered in th	e presence of:
WHEN THE CONTRACTOR IS A A TRADE NAME:	SOLE PROPRIETORSHIP OR OPERATES UNDER
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

WHEN THE CONTRACTOR IS A PARTNERSHIP:

Signed, Sealed and delivered in the pr	esence	of:
(Witness)		(Name of Firm) a Partnership
	BY:	
(Witness)	(XXXXXXX	Partner xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
WHEN THE CONTRACTOR IS A COF	RPORA	<u>.TION:</u>
Attest:		
Secretary	_	
		(Correct Name of Corporation)
	Ву:	(SEAL) President
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	(XXXXXXX	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY		
OF HOLLYWOOD, FLORIDA ONLY.		APPROVED AS TO FINANCE:
BY:	BY:	
Jeffrey P. Sheffel City Attorney		Matthew Lalla Director of Financial Services

CERTIFICATE

STATE OF FLORIDA) COUNTY OF BROWARD)

_ £	, a corporation under the laws of the State
OT	, was neid on, 20, and
the foll	wing:
	RESOLVED, that
	resident of the corporation, be and he is hereby authorized to execute the
	ontract dated, 20, between the CITY
	F HOLLYWOOD, a municipal corporation, and the corporation, and that his
	xecution thereof, attested by the Secretary of the Corporation and with
	orporate seal affixed, shall be the official act and deed of this corporation".
	further certify that said resolution is now in full force and effect.
	N WITNESS WHEREOF, I have hereunto set my hand and affixed the official
	eal of the Corporation, this day of
	0
	

PAYMENT AND PERFORMANCE BOND

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

Bond No.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Name:	
Surety Address:	
Surety Phone No.:	
Owner Name:	
Owner Address:	
Owner Phone No.:	
Obligee Name: (If contracting entity is different from the	owner, the contracting public entity)
Obligee Address:	
Obligee Phone No.:	
Contract No.: (If applicable)	
Project Name:	
Legal Description:	
Street Address:	
Description of Work:	
·	

FRONT PAGE

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



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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we	, as Pri	ncipal,
and, as Surety, are held and	firmly	bound
unto the City of Hollywood, its officials and employees, in the sum of		
Dollars (\$), for	the
payment of said sum we bind ourselves, our heirs, executors, administrators	and as	ssigns,
jointly and severally, for the faithful performance of a certain written contract, or	lated the	e
day of20, entered into between the Principa	l and th	ne City
of Hollywood, Florida , 2600 Hollywood Boulevard, Hollywood, Florida, 33020,	Phone	# 954-
921-3900 for:		

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

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

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

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

IN WITNESS WHE	REOF, the above bounded	parties executed this	instrument under their
several seals, this _	day of	, 20	A.D., the
name and corporate	seal of each corporate party	being hereto affixed a	and these presents duly
signed by its unders	igned representative, pursual	nt to authority of its go	verning body.

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

WHEN THE PRINCIPAL IS AN INDIVIDUAL:	
Signature of Individual	_
Printed Name of Individual	_
Address of Individual	_
Phone Number of Individual	_
Signed, sealed and delivered in the presence of:	
Witness	Witness
Printed Name of Witness	Printed Name of Witness
Address of Witness	Address of Witness
Phone Number of Witness	Phone Number of Witness

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME: Name of Firm Signature of Individual Printed Name of Individual Address of Individual Phone Number of Individual Signed, sealed and delivered in the presence of: Witness Witness Printed Name of Witness Printed Name of Witness

Address of Witness

Phone Number of Witness

Address of Witness

Phone Number of Witness

WHEN THE PRINCIPAL IS A PARTNERSHIP: Name of Partnership BY:_ (SEAL) Partner Printed Name of Partner Address of Partner Phone Number of Partner Signed, sealed and delivered in the presence of: Witness Witness **Printed Name of Witness** Printed Name of Witness Address of Witness Address of Witness **Phone Number of Witness Phone Number of Witness**

WHEN THE PRINCIPAL IS A CORPORATION: attest:	
Secretary	Name of Corporation
BY:	(Affix Corporate Seal)
	Printed Name
	Official Title
CERTIFICATE AS TO CO	RPORATE PRINCIPAL
I,the corporation named as Principal in the within b	, certify that I am the Secretary of
who signed the said bond on behalf of the Princip	
of said corporation; that I know his signature, a said Bond was duly signed, sealed and attest authority of its governing body.	and his signature thereto is genuine and that
	Secretary (SEAL)
	Printed Name of Secretary

TO BE EXECUTED BY CORPORATE SURETY: attest: Secretary Corporate Surety **Business Address Business Phone Number** BY: (Affix Corporate Seal) Attorney-In-Fact Name of Local Agency **Business Address**



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

PAYMENT BOND

STATE OF FLORIDA **COUNTY OF BROWARD** CITY OF HOLLYWOOD

Before me, a Notary Public, duly commissioned, q	qualifie	d and act	ing,	perso	onally	appea	red	,
			to	me	well	knowr	۱, ۱	who
being by me first duly sworn upon oath, says that I	he is th	ne attorne	y-in	-fact	for th	е		
	_ and t	hat he ha	as be	en a	uthor	ized by		
to execute	the f	oregoing	bc	nd	on b	ehalf	of	the
CONTRACTOR named therein in favor of the C	City of	Hollywoo	d, F	lorid	a. C	ONTRA	4CT	OR
named therein in favor of the City of Hollywood, Fl	lorida.							
Subscribed and sworn before me thisday of				, 201				
Note to Dublic Otets of Florida	_							
Notary Public, State of Florida								
Printed Name of Notary	_							
·								
Commission Number:	_							
My Commission Expires:	_							
APPROVED AS TO FORM AND LEGALITY								
FOR THE USE AND RELIANCE OF THE								
CITY OF HOLLYWOOD, FLORIDA, ONLY.								
BY:CITY ATTORNEY								
APPROVED AS TO FINANCIAL SERVICES								
BY: DIRECTOR OF FINANCIAL SERVICES								
DIRECTOR OF FINANCIAL SERVICES								

Insert copy of Insurance Certificate



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

GENERAL CONDITIONS

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

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 issue prior to the opening of Bids which clarify, correct or change the Contract Documents.

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

CITY - The City of Hollywood, Florida.

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

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

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

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

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

CONSULTANT - As used herein shall mean the Architect or Engineer who has contracted with the City to provide professional services for this Project and

who is registered under the laws of Florida as a registered Architect, Engineer or Landscape Architect, as applicable.

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

DAYS - Calendar days of 24 hours measured from midnight.

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

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

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

INEXCUSABLE DELAY - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, material deliveries etc., which might have been avoided by the exercises of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes or tornadoes).

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

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

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

NOTICE TO PROCEED - A written notice by the OWNER'S REPRESENTATIVE to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on

which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

OTHER CONTRACTORS – As used herein shall mean any person, firm or corporation with whom a Contract has been made by the Owner for the

performance of any work on the site, which work is not a portion the work covered by the Contract.

OWNER - The CITY of Hollywood, Florida.

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

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

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

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

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

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

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

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

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

WORK - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the

improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

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

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

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

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

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

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

ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

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

AASHTO: American Association of State Highway and Transportation Officials

ACI: American Concrete Institute

AIA: American Institute of Architects

AISC: American Institute of Steel Construction

AITC: American Institute of Timber Construction

ANSI: American National Standards Institute

APWA: American Public Works Association

ASTM: American Society for Testing and Materials

ASCE: American Society of Civil OWNER'S REPRESENTATIVES

ASME: American Society of Mechanical OWNER'S Representatives

ASHRAE: American Society of Heating, Refrigerating and Air

Conditioning OWNER'S Representatives

AWPA: American Wood Preservers Association

AWWA: American Water Works Association

AWS: American Welding Society

BCEQCB: Broward County Environmental Quality Control Board

CRSI: Concrete Reinforcing Steel Institute

DER: Florida Department of Environmental Regulation

DNR: Florida Department of Natural Resources

FBC Florida Building Code 2010

FDOT: Florida Department of Transportation

FP&L: Florida Power and Light

IEEE: Institute of Electrical and Electronic OWNER'S

Representatives

NACE: National Association of Corrosion OWNER'S Representatives

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

SFWMD: South Florida Water Management District

SSPC: Structural Steel Painting Council

UL: Underwriters' Laboratories, Inc.

UNCLE: Utility Notification Center for Location before Excavation

(1-800-432-4770)

USEPA: United States Environmental Protection Agency

USGS: United States Geological Survey

WWEMA: Water and Wastewater Equipment Manufacturers Association

ARTICLE 3 – ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 – MISCELLANEOUS PRELIMINARY MATTERS

4.1 Contract Document Discrepancies:

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

4.2 Submissions:

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

4.3 Pre-Construction Conference:

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

4.4 Contract Time:

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

4.5 Computation of Time:

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

4.6 Commencement of Work:

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

4.7 Extension of Contract Time:

Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 18, changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

4.8 Notice and Service Thereof:

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

4.9 Separate Contract:

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

4.10 Assignments of Contract:

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

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

4.11 Patent Rights and Infringement:

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

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

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

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

4.12 Federal Excise Tax:

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

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

4.13 Savings Due to Excise Tax Exemptions:

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

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

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

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

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

4.14 Overtime Work:

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

4.15 Inspections and Testing During Overtime:

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

4.16 Nights, Sunday or Holiday Work:

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

4.17 Injury or Damage Claims:

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

ARTICLE 5– CONTRACT DOCUMENTS

5.1 Intent

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

5.2 Order of Precedence of Contract Documents:

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

- 1. Contract Agreement
- 2. Specifications
- Drawings

Within the Specifications the order of precedence is as follows:

- 1. Addenda
- Notice Inviting Bids
- 3. Instruction to Bidders
- 4. Proposal
- 5. General Conditions
- 6. Supplementary Conditions
- 7. Technical Specifications
- 8. Referenced Standard Specifications

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

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

5.3 Reference to Standards:

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

ARTICLE 6 – PREPARATION OF PROPOSAL

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

ARTICLE 7 – POSTING OF BIDS

7.1 Notice of Intent

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

7.2 Posting

Recommendation and tabulation will be posted on the bid date by 4:30 p.m. outside the City Clerk's office. The City Hall located at 2600 Hollywood Boulevard, Hollywood, FL 33020.

7.3 Bid Tabulation

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

7.4 Protests

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

ARTICLE 8 – REJECTION OF IRREGULAR PROPOSALS

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

ARTICLE 9 – WITHDRAWAL OF PROPOSALS

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

ARTICLE 10 – DISQUALIFICATION OF BIDDERS

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

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

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

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

ARTICLE 11 – RETURN OF PROPOSAL GUARANTIES

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

ARTICLE 12 – EXAMINATION OF DOCUMENTS

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

ARTICLE 13 – BID BONDS, BONDS AND INSURANCE

13.1 Bid Guarantee:

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

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

13.2 Payment Bond:

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

13.3 Signatures:

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

13.4 Insurance Coverage:

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

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

13.5 Certificates of Insurance:

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

13.6 Insurance Limits of Liability:

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

The level required in Section 1.03 of the Supplementary Conditions will not be reduced for any reason.

ARTICLE 14 - AVAILABILITY OF LAND; REFERENCE POINTS

14.1 Rights-of-Way:

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

14.2 Permits

When required by Section 1.06 of the Supplementary Conditions, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the OWNER'S REPRESENTATIVE that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

14.3 Lines and Grades:

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

ARTICLE 15 – CONTRACTOR'S RESPONSIBILITIES

15.1 Laws/ Regulations to Be Observed:

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

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

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

15.2 Responsibility for Claims, etc.

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

15.3 Guarantee of Payments:

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

15.4 Surveys, Permits and Licenses:

The CONTRACTOR shall obtain all required permits and licenses as specified in Section 1.06 of the Supplementary Conditions and by Section 105 of the Florida Building Code 2010. Such permits and licenses, along with any corresponding general and specification conditions and requirements, shall become a part of the contract documents. The CONTRACTOR shall comply with all of the conditions and requirements of said permits and licenses.

Payment for all required permit and license fees shall be in accordance with Section 1.06 of the Supplementary Conditions. The CONTRACTOR shall be responsible for paying any and all fees, penalties, and fines imposed as a result of the CONTRACTOR'S failure to obtain such permits and licenses prior to the commencement of the work.

15.5 Emergencies:

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

15.6 Measurements To Be Verified:

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

15.7 Grouping of Data in Specifications:

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

15.8 Substitutes or "Or Equal":

A. Substitutes or "Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment or other Suppliers may be accepted by the OWNER'S REPRESENTATIVE if sufficient information submitted by the CONTRACTOR to allow the OWNER'S REPRESENTATIVE to determine that the material or equipment proposed is equivalent or equal to that named. The OWNER'S REPRESENTATIVE will be allowed a reasonable time within which to evaluate each proposed The OWNER'S REPRESENTATIVE will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED. UTILIZED WITHOUT INSTALLED OR THE OWNER'S REPRESENTATIVE PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the OWNER'S REPRESENTATIVE from anyone other than the CONTRACTOR. The procedure for review by the OWNER'S REPRESENTATIVE is as follows:

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

- State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR'S achievement of completion on time.
- 2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute.

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

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

- C. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR'S expense, a special performance guarantee or other surety with respect to any substitute.
- D. The OWNER'S REPRESENTATIVE will record time required by himself or_herself in evaluating substitutions proposed by the

CONTRACTOR and in making changes in the Contract Documents Whether occasioned thereby. or not the OWNER'S REPRESENTATIVE accepts а proposed substitute. THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE OWNER'S REPRESENTATIVE AND THE REPRESENTATIVE'S OWNER'S CONSULTANTS FOR **EVALUATING EACH PROPOSED SUBSTITUTE.**

15.9 Shop Drawings:

Shop Drawing submittals shall be as follows:

- A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the OWNER'S REPRESENTATIVE to retain three copies. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components as listed in Section 1.05 of the Supplementary Conditions. CONTRACTOR shall also provide for all items so noted in Section 1.05 of the Supplementary Conditions, a Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications.
- C. When required by Section 1.05 of the Supplementary Conditions, Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered OWNER'S REPRESENTATIVE of the discipline involved.
- D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.
- E. No approval will be given to partial submittals of Shop Drawings for items, which interconnect and/or are interdependent. It is the CONTRACTOR'S responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the OWNER'S REPRESENTATIVE along with his comments as to compliance, non-compliance, or features requiring special attention.
- F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.

- G. The CONTRACTOR shall keep one set of Shop Drawings marked with the OWNER'S REPRESENTATIVE'S approval at the job site at all times.
- H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the OWNER'S REPRESENTATIVE.
- I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

15.10 Personnel:

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

- 1. None but skilled workers shall be employed CONTRACTOR on work requiring special qualifications. When required in writing by the OWNER'S REPRESENTATIVE the CONTRACTOR or any Sub CONTRACTOR shall discharge any person who is, in the opinion of the OWNER'S REPRESENTATIVE, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the OWNER'S REPRESENTATIVE. Workers are not employed, directly or indirectly, by the City and are not entitled to any benefit, privilege or incident of municipal employment. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents and such discharge is covered by Section 15.2 herein.
- 2. To the extent allowed by law, with respect to all skilled, semiskilled 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 discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Sub-Contractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

15.11 Safety and Protection:

A. Federal Safety and Health Regulations:

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

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the

work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

C. Designated Safety Officer:

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

D. Protection of the Work:

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

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

- E. <u>Prevailing Wage Rate Ordinance</u>: If the Contract is in excess of \$500,000.00 the following sections shall apply.
 - The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register.
 - 2. All mechanics, laborers, and apprentices, employed or working directly upon the site of the Work shall be paid in accordance with the above referenced wage rates. CONTRACTOR shall post notice of these provisions at the site of the Work in a prominent place where it can be easily seen by the workers.
 - 3. If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, the Owners Representative shall submit the question, together with its recommendation, to the County Administrator for final determination.
 - 4. In the event it is found by the Owners Representative that any mechanic or apprentice employed CONTRACTOR, or any subcontractor directly on the site of the work has been or is being paid at a rate of wages less then the rate of wages required, the Owners Representative may (1) by written notice to contractor terminate its right to proceed with the Work or such part of the Work for which there has been a failure to pay said required wages; and (2) prosecute the Work for or portion thereof to completion by contract or otherwise. Whereupon, CONTRACTOR and its sureties shall be liable to county for any excess costs occasioned to county thereby.
 - 5. Sections 23.4.1 through 23.4.4 above shall apply to this Contract to the extent that it is (1) a prime Contract subject to the rules and requirements of the City; or (2) a Subcontract also subject to the rules and requirements of the City under such prime Contract.
 - 6. CONTRACTOR shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such records for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, costs assumed to provide, fringe benefits); daily and weekly

number of hours worked; deductions made; and actual wages paid.

- 7. CONTRACTOR shall submit, with each requisition for payment, a signed and sworn "Statement of Compliance" attesting to compliance.
- 8. The Owners Representative may withhold or cause to be withheld from CONTRACTOR so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by CONTRACTOR or any Subcontractor on the Work, the full amount of wages required by the Contract.
- 9. If CONTRACTOR or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by the Contract, the Owners Representative may, after written notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

F Occupational Health and Safety

- In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03, Florida Administrative Code, delivered as a result of this Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:
 - 1.1 The chemical name and the common name of the toxic substance, including:
 - 1.2 The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosion, and reaction:
- (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
- (3) The primary routes of entry and symptoms of overexposure.

- 1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 1.4 The emergency procedure for spills, fire, disposal, and first aid.
- 1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

G. Hurricane Precautions

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

15.12 Traffic Control, Public Safety and Convenience:

- A. The maintenance of traffic for the project shall be in accordance with the Manual on Uniform Traffic Control Devices (U.S Department of Transportation FHWA).
- B. The CONTRACTOR shall, at all times, conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.

- C. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT 921-3610 AT LEAST 24 HOURS IN ADVANCE.
- D. Streets shall not be closed, except when and where directed by the OWNER'S REPRESENTATIVE, and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.
- E. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the OWNER'S REPRESENTATIVE. Type I, II, III or Drum Barricades used for delineation at night shall be equipped with steady burn lights. High Intensity flashing arrow used boards shall be if required by the **OWNER'S** REPRESENTATIVE.
- F. All signs intended to be used during the hours of darkness shall be either reflectorized with a material that has a smooth, sealed outer surface, or illuminated to show approximately the same shape and color day and night. All pavement markings which are to be in place during night hours shall have temporary reflective pavement markers placed in accordance with the MUTCD. Any conflicting reflective pavement markers shall be removed.
- G. During working hours the CONTRACTOR shall furnish flagmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the OWNER'S REPRESENTATIVE shutting down the work until the CONTRACTOR shall have provided the necessary protection.
- H. No separate payment will be made for such signs, barricades, lights, flags, flagmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.
- I. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten feet of any such hydrant.

J. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

15.13 Use of Explosives:

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

15.14 Loading of Structures:

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

15.15 Concerning Sub-Contractors:

- A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Sub-Contractor shall be properly licensed for the type of work he is to perform.
- B. A copy of each Sub-Contract shall be filed promptly with the OWNER'S REPRESENTATIVE upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for cancellation or annulment of same by the CONTRACTOR upon written order of the OWNER'S REPRESENEATIVE if the Sub-Contractor fails to comply with the requirements of this Contract.
- C. The CONTRACTOR shall be responsible to the CITY and OWNER'S REPRESENTATIVE for the acts and omissions of his Sub- CONTRACTORS and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Sub-Contractor and the CITY or OWNER'S REPRESENTATIVE nor relieves the CONTRACTOR of any liability or obligation under this Contract.

15.16 Materials and Equipment:

A. Material for the Work:

- 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.
- Unless otherwise specified, shown or permitted by the OWNER'S REPRESENTATIVE, all material and equipment incorporated in the work shall be new and of current manufacture. The OWNER'S
 - REPRESENTATIVE may request the CONTRACTOR to furnish manufacturer's certificates to this effect.
- 3. The OWNER'S REPRESENTATIVE may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. CONTRACTOR shall afford such facilities as the OWNER'S REPRESENTATIVE may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall satisfactory furnish evidence to the OWNER'S REPRESENTATIVE that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.
- 4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.
- 5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.
- 6. All equipment, tools and machinery used for handling material or executing any part of the work shall be subject to the approval of the OWNER'S REPRESENTATIVE and shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.

7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

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

C. Salvage of Materials and Equipment:

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right- of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the OWNER'S REPRESENTATIVE. That

material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR'S expense.

15.17 Temporary Services:

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

15.18 Review of Records:

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

15.19 Use of Premises:

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

15.20 CONTRACTOR Liable and Responsible to the Owner:

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

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

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

15.21 CONTRACTOR's Daily Reports:

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

15.22 Record Documents:

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

15.23 Cleanliness of the Site:

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

15.24 Dust Control:

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

15.25 Continuing the Work:

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

15.26 Indemnification:

The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR

in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the CITY or the rights of the CITY as set forth in Florida Statutes 768.28, as amended from time to time.

ARTICLE 16 - CITY'S RESPONSIBILITIES

16.1 Communications:

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

16.2 Furnish Contract Documents:

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

16.3 Furnish Right-of-Way:

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

16.4 Timely Delivery of Materials:

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

16.5 Tests and Inspections:

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

16.6 Payments to CONTRACTOR:

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

16.7 Right to Stop or Suspend Work:

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

ARTICLE 17 - CHANGES IN THE WORK/CONTRACT PRICE

17.1 Contract Price:

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

17.2 Change Order:

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

17.3 Notice of Change:

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

17.4 Payment for Extra Work:

All extra work ordered and performed in accordance with the foregoing, for which there is no price included in the Proposal, will be paid for at the price (mutually agreed <u>upon</u>, in <u>writing</u>, by the CONTRACTOR and the OWNER'S REPRESENTATIVE to be equitable compensation for the work contemplated) stipulated in the OWNER'S REPRESENTATIVE'S written order for such work <u>subject to the requirements of this Contract and</u> applicable laws. However, in the

event the CONTRACTOR and the OWNER'S REPRESENTATIVE fail to agree upon an equitable price for any extra work ordered, it shall be performed by using such tools, labor, equipment and materials as may be specified by the OWNER'S REPRESENTATIVE, and will be paid for in the following manner:

- A. For all labor, including a foreman in direct charge of the specified operations, the CONTRACTOR shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to a maximum of 15% of such sum and a total thereof shall be full compensation to the CONTRACTOR for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the CONTRACTOR shall be paid the actual cost of Social Security Taxes, Surety Bond, Unemployment Insurance, Workmen's Compensation Insurance and CONTRACTOR'S Public Liability and Property Insurance involved in such extra work, based on actual wages paid to such labor.
- B. For all materials used, the CONTRACTOR shall receive the actual cost of such materials, including freight charges as shown by original receipted bills, to which cost shall be added, an amount equal to a maximum of 10% thereof.
- C. For any special machinery or special equipment, including fuel and lubricants therefor, required for the economical performance of extra work, the OWNER'S REPRESENTATIVE shall allow the CONTRACTOR a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the work. Rental time will not be allowed while equipment is inoperative due to breakdowns and shall be restricted to the actual time that the equipment is in productive operation on the extra work being performed.

17.5 Records:

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

17.6 Cancelled Items and Payments:

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

17.7 Full Payment:

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

<u>ARTICLE 18 - CHANGES IN THE CONTRACT TIME</u>

18.1 Change Order:

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

18.2 Notice:

Any claim for an extension <u>or shortening</u> of the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the

claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. CONTRACTOR hereby agrees to waive rights to recover any lost time or incurred costs from delays unless CONTRACTOR has given the notice and the supporting data required by this Paragraph 18.2.

18.3 Basis for Extension:

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

18.4 Change of Time Due to Contract Execution Problems:

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

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

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

18.6 Change of Time and Inspection and Testing:

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

18.7 Change of Time and Defective Work:

A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

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

18.8 Liquidated and Consequential Damages:

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

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

19.1 Warranty and Guarantee:

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

19.2 Tests and Inspections:

- A. The CONTRACTOR shall give the OWNER'S REPRESENTATIVE and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.
- B. When the Contract Documents, City Ordinances or Regulations, or the Florida Building Code, or the OWNER'S REPRESENTATIVE require any work, (or part thereof) to be specifically inspected, tested or approved, the CITY shall assume full responsibility for and pay all

- costs in connection with such inspections or tests EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.
- C. When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.
- D. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER'S REPRESENTATIVE'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the work.
- E. Neither observations by the ENGINEER OWNER'S REPRESENTATIVE nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

19.3 Uncovering Work:

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

19.4 City May Stop the Work:

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

19.5 Correction or Removal of Defective Work:

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

19.6 One Year Correction Period:

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

19.7 Acceptance of Defective Work:

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

19.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the OWNER'S REPRESENTATIVE to proceed to correct and to correct defective work or to remove and replace rejected work as required by the OWNER'S REPRESENTATIVE in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR'S services related thereto, take possession of the CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. 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 amount verified by the in an OWNER'S REPRESENTATIVE, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY'S rights hereunder.

ARTICLE 20 - PAYMENTS TO THE CONTRACTOR

20.1 Basis of Payment:

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

20.2 Unit Price Inclusion:

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

20.3 Schedule of Values:

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

20.4 Changed Conditions:

It is mutually agreed that due to latent field conditions which 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.

20.5 Application for Progress Payment:

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

20.6 Payment for Materials:

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

20.7 Affidavit Required:

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

20.8 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all

liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

20.9 Review of Application for Payment:

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

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

20.10 Payment to the CONTRACTOR:

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

<u>ARTICLE 21 – AS BUILT DRAWINGS AND SURVEY</u>

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

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

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

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

<u>ARTICLE 22 – TEMPORARY SANITARY SEWERS</u>

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

ARTICLE 23 – OWNERSHIP OF DRAWINGS

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

ARTICLE 24 – REGISTRATION AND CERTIFICATION

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

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

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

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

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

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

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

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

25.1 Substantial Completion:

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

25.2 Partial Utilization:

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

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

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

25.3 Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporarystructures; 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 The placing of materials of every character, rubbish, or Contract. equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

25.4 Final Inspection:

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

25.5 Final Application for Payment:

Revised Jan. 01

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

25.6 Final Payment and Acceptance:

If on the basis of the OWNER'S REPRESENTATIVE'S observation of the work during construction and final inspection, and the OWNER'S REPRESENTATIVE'S review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the work has been completed and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the OWNER'S REPRESENTATIVE will recommend payment. Thereupon the OWNER'S REPRESENTATIVE will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

25.7 Payment of Retainage Without Final Completion:

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

shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

25.8 CONTRACTOR's Continuing Obligation:

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

25.9 Waiver of Claims:

The making and acceptance of final payment will constitute:

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

ARTICLE 26 - SUSPENSION OF WORK AND TERMINATION

26.1 City May Suspend Work:

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

26.2 City May Terminate:

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

- 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.
- 5. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).
- 7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
- 8. If the CONTRACTOR disregards the authority of the OWNER'S REPRESENTATIVE.
- If the CONTRACTOR otherwise violates in any material or substantial way any provisions of the Contract Documents or the exhibits thereto.
- B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR'S tools, appliances, construction

equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of OWNER'S Representatives, consultant, architects, engineers, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs unpaid CONTRACTOR, exceed such balance, the 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, <u>for convenience</u>, and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of OWNER'S REPRESENTATIVE, architects, attorneys and other professionals and court and arbitration costs).

26.3 CONTRACTOR May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than 90 days by the CITY or under an order of court or other public authority, or the CITY fails for 60 days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations under

Paragraph 15.25 to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

26.4 Definition:

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





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

SUPPLEMENTARY CONDITIONS

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

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

PART – 1 -GENERAL

1.01 **SCOPE OF WORK**

- Α. The intent of these specifications, together with the plans and all other contract documents, is to install a new fenced community dog park and related support installations at the existing Stan Goldman Memorial Park, located at 800 Knights Road. Selective tree removal and grading shall prepare the site for support installations to include: a new park entrance gate, concrete walkways, paved parking for 15 vehicles, pedestrian safety lighting, signage, park benches and waste bins, dog drinking fountains and equipment, landscaping and irrigation. In conjunction with the park improvements, the existing service road from 600 Knights Road south to the park shall be widened and landscaped to create a new park entrance drive. The neighboring Knights of Columbus parking lot entrance gate shall be replaced with a new metal picket gate, as part of the community park entrance enhancements.
- B. All labor, materials, equipment and service necessary to complete the work as shown on the plans and as specified herein shall be provided by the Contractor. The Contractor is advised to visit the job sites to familiarize himself with the existing conditions and/or any difficulties which may arise.
- C. Questions prior to bid opening shall be directed to Walter Wernecke, Architect, Department of Public Works - Engineering and Architectural Services, (954) 921-3900.

TIME AND WORK RESTRAINTS 1.02

Α. Contractor's Use of Premises: During construction, contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

Contractor to coordinate Work Plan and hours of operations with Owner and must obtain Owner's approval prior to commencing Work.

B. The estimated project schedule is provided below for informational purposes only:

Notice to Bidders: Tuesday, November 4, 2014 Mandatory Pre-Bid Meeting: T.B.A. Bid Opening: Wednesday, November 26, 2014 Contract Awarded by City
Commission Notice of Award:

Wednesday, January 7, 2015

Contract Execution/
Notice to Proceed

Monday, February 9, 2015

Substantial Completion

Friday, June 26, 2015

Friday, July 3, 2015

C. The date of Substantial Completion of the project is the date when the construction is sufficiently completed in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the City of Hollywood can occupy or utilize the project for the use and purpose for which it was intended.

1.03 INSURANCE REQUIREMENTS:

Contractual Completion:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

The CONTRACTOR shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the CONTRACTOR. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. The insurance required by Article 13 of the General Conditions shall be as follows:

A. Comprehensive General Liability:

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:

\$300,000 Combined Single Limit (CSL)

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

\$100,000 per Person **\$300,000** per Occurrence **\$50,000** 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.

B. Comprehensive Automobile Liability:

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:

\$100,000 Combined Single Limit (CSL)

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

\$50,000 per Person **\$100,000** per Occurrence **\$25,000** Property Damage

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

C. Worker's Compensation Insurance:

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:

\$100,000 Bodily Injury by Accident **\$500,000** Bodily Injury by Disease, policy limits **\$100,000** Bodily Injury by Disease, each employee

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

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-VI, as assigned by the A.M. Best Company.

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.

D. Builder's Risk Insurance Requirements:

The CONTRACTOR shall be required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the CITY, Builder's Risk Insurance on an All Risk of Loss form. Coverage shall include:

	Theft Aircraft
Windstorm	Vehicles
Hail	Smoke
Explosion	Fire
Riot	Collapse
Civil Commotion	Flood

The policy limits shall be no less than the amount of the finished project and coverage shall be provided on a completed value basis. Property located on the construction premises, which is intended to become a permanent part of the building, shall be included as property covered. The policy shall be endorsed permitting the CITY to occupy the building prior to completion without effecting the coverage. The CITY of Hollywood shall be named as Additional Insured and Loss Payee. The Builder's Risk Insurance shall be provided on or before the execution of the Phase II agreement.

E. No Subcontractor shall commence work until a similar such insurance has been obtained and approved by the CITY. Any SubContractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as Additional Insured on the general liability and auto liability policies.

1.04 REFERENCED STANDARDS

The following standards may be referenced in the specifications and/or on the drawings for this project. It is the responsibility of the CONTRACTOR to verify in the documents exactly which standards are applicable to this Project.

A.	1.	AASHTO	6.	BCTED	11.	NEPA
	2.	ANSI	7.	FBC	12.	OSHA
	3.	ASCE	8.	FDOT	13.	UL
	4.	ASTM	9.	NEC		
	5.	AWPA	10.	NEWA		

1.05 REQUIRED SHOP DRAWINGS

- A. Submit a preliminary schedule of shop drawing submittals as required in Paragraph 4.2 of the General Conditions and as required indicated in the drawings and specifications. The following shop drawings, illustrations, and samples are required.
 - 1. Metal ramp landing extension shop drawings.
- B. The CONTRACTOR shall submit five (5) copies minimum of each shop drawings to enable the PROJECT MANAGER to retain three (3) copies. Resubmissions of shop designs shall be made in the same quantity until final approval is obtained.

1.06 REQUIRED PERMITS AND NOTIFICATIONS

- A. The CONTRACTOR shall comply with all state, county and local laws, regulations and ordinances applicable to this work, including all permit provisions and required testing.
- B. The CONTRACTOR and Subcontractors must obtain the standard Building Department Permits as may be required by the City of Hollywood Building Department for any work covered under this Contract. The CONTRACTOR or Subcontractors shall be responsible for obtaining all inspections required under Section 110 of the Florida Building Code 2010.
- C. The City of Hollywood will pay all permit fees including any Federal, State and County surcharges applicable at the time that the permit is issued. In instances where the City of Hollywood has obtained permits from Broward County Traffic Engineering Division (BCTED), Broward County Department of Planning & Environmental Protection (DPEP) and/or South Florida Water Management District (SFWMD) the CONTRACTOR shall comply with permit conditions.
- D. The CONTRACTOR is required to notify all utility companies and call Sunshine at 1-800-432-4770, a minimum of forty-eight (48) hours prior to any excavation for location of existing underground facilities.
- E. The CONTRACTOR is required to notify the Police Traffic Sergeant at 954-967-4636 when the normal flow of traffic on any street will be disrupted in any manner.
- F. The CONTRACTOR is required to notify the Department of Public Works at (954) 967-4526 for location of all electrical facilities on City properties.

1.07 TEMPORARY SERVICES AND FACILITIES

A. City water, electric and restroom facilities are available at this site. The PROJECT MANAGER shall make arrangements with the City of Hollywood Department of Public Works and the Department of Parks and Recreation for the CONTRACTOR to obtain access to these services.

1.08 LINES AND GRADES

- A. The CONTRACTOR shall be responsible for and shall furnish all survey work required to locate and install all proposed facilities. The information on existing survey reference points will be provided to the CONTRACTOR by the PROJECT MANAGER. The CONTRACTOR shall provide as built drawings showing the exact location of all items installed including underground, upon completion of the work and prior to final payment.
- B. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the PROJECT MANAGER. 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 PROJECT MANAGER for interpretation or correction.
- C. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense.
- D. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with bench marks 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 bench marks.
- E. The CONTRACTOR shall have the responsibility to carefully preserve the bench marks, 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 necessary loss or disturbance of such bench marks, reference points and stakes.
- F. 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 PROJECT MANAGER All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.

G. The PROJECT MANAGER may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the PROJECT MANAGER in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR of any responsibilities for the accuracy or completeness of this work.

1.09 LIQUIDATED DAMAGES

A. In as much as the actual damages sustained by the CITY as a result of the CONTRACTOR's failure to timely complete his obligations under the contract cannot be readily ascertained, the CONTRACTOR shall apply to the CITY, as damages for non-completion of the work within the time stipulated for its completion, according to the following tables, which sums are hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the CITY will suffer by reason of such default and shall not be considered a penalty.

Liquidated Damages: For each calendar day of delay that the project is unavailable for Beneficial Occupancy:

Projects up to	\$99,999	\$200.00 per calendar day
Projects from	\$100,000 to \$299,999	\$300.00 per calendar day
Projects from	\$300,000 to \$599,999	\$400.00 per calendar day
Projects from	\$600,000 to \$999.999	\$500.00 per calendar day
Projects from	\$1,000,000	\$600.00 per calendar day

For each consecutive calendar day that the correction for all items on the punchlist remain incomplete after the date established for Final Completion, the Contractor and his sureties shall be liable for and shall pay to the Owner stipulated as fixed, agreed and additional liquidated damages in accordance with the following schedule.

Projects up to	\$99,999	\$100.00 per calendar day
Projects from	\$100,000 to \$299,999	\$150.00 per calendar day
Projects from	\$300,000 to \$599,999	\$200.00 per calendar day
Projects from	\$600,000 to \$999.999	\$250.00 per calendar day
Projects from	\$1,000,000	\$300.00 per calendar day

- B. The CITY is hereby authorized to deduct the sum described in Section 1.09 A. from the monies which may be due or become due to the CONTRACTOR for the work under this contract.
- C. Correction of work not complying with plans or specifications shall not be considered as grounds for a time extension

1.10 PROJECT CLOSEOUT

- A. The CONTRACTOR, prior to requesting final payment shall obtain and submit the following items to the PROJECT MANAGER:
 - Written Guarantees

- 2. Four (4) sets of record drawings/documents signed and sealed by a professional surveyor showing exact locations of all items of work installed under this contract. In addition, record drawings shall be submitted on an AutoCad (version 14) electronic disk. The Contractor shall be held fully responsible for costs incurred by the CITY due to erroneous information supplied on the record drawings submitted. Record drawings shall be provided for: paving, drainage, water, sewer, electrical, irrigation, landscaping, and all other improvements.
- 3. Release from all parties who are entitled to claims again the subject project, property or improvement, pursuant to the provisions of law.
- 4. A Certificate of Occupancy or Certificate of Completion as issued by the City of Hollywood Building Department showing that all Building Department inspections have been satisfactorily performed
- 5. Copies of all reports, certifications, etc, required under this contract.
- B. The CONTRACTOR shall comply with the maintenance and guarantee requirements obtained in Article 19 of the General Conditions.
- C. The Contractor shall make all repairs and replacements promptly upon the receipt of a 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.

1.11 PROGRESS SCHEDULE

- A. In accordance with Article 4.2 of the General Conditions, the CONTRACTOR shall, prior to commencing work, submit to the PROJECT MANAGER for approval a detailed Sequence of Construction showing the sequence in which the various work elements will be performed and showing conformance to the restrictions and requirements below.
- B. The progress schedule shall be updated and submitted every month during the course of the project.

1.12 SCHEDULE OF VALUES

A. In accordance with Article 4.2 of the General Conditions the CONTRACTOR shall submit, with the estimated construction progress schedule, on suitable forms, a detailed estimate giving a complete breakdown of the Contract Price. The detailed estimate shall include the price for material, labor and other costs for various units of work in sufficient detail to correspondence with the contemplated construction operations. The schedule shall include all subcontracts and major items of equipment included in the Contract. The detailed estimate will be used only for determining the basis of monthly payment and will not be considered as establishing a basis for additions to or deductions from the Contract Price.

1.13 PROJECT AREA SAFETY

A. The CONTRACTOR shall give special attention to the protection and welfare of the Public and City of Hollywood personnel who will be maintaining the building and surrounding areas. Any hazardous areas shall be adequately marked and barricaded.

1.14 PREVAILING RATE OF WAGES AND FRINGE BENEFITS

- A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, and apprentices employed by him/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. 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 section.
- C. If any questions should arise concerning the applications of this Section, which are not specifically addressed, the CITY may, but is not required to, rely on rules, regulations, practices, administrative rulings and court decisions governing applications of the Davis-Bacon Act.
- D. CONTRACTOR and SUBCONTRACTORS shall submit to the CITY on a regular basis, but not less than monthly, payroll sheets, which have been certified under oath by CONTRACTOR and/or SUBCONTRACTORS as to their accuracy and compliance with the provisions of this Section. The certified payroll sheets shall contain the following: name and address of each employee; his/her current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid. Such records shall be maintained by the CONTRACTOR and his/her SUBCONTRACTORS for a period of at least one (1) year following completion of the work.
- E. The CITY may withhold, or cause to be withheld from the CONTRACTOR, so much of any requisitioned payment as may be considered necessary to pay laborers, mechanics and apprentices the full amount of wages required by this section. The CITY, or its designee, may enter on the job site and conduct such inquires of the CONTRACTOR'S workers and his/her SUBCONTRACTOR'S workers to determine whether this section

is being complied with. If the CONTRACTOR or his/her SUBCONTRACTOR fails to pay any laborers, mechanics or apprentices employed or working on the job site all or part of the wages required by this section, then the CITY may, after written notice to the CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have been corrected. If the violations are not corrected, the CITY may terminate the CONTRACTOR'S right to proceed with the work or such part of the work for which there has been a failure to pay the required wages and take such steps as are necessary to complete the work, whereupon the CONTRACTOR and its sureties shall be liable to the CITY for all excess costs incurred by the CITY.

- F. The CONTRACTOR shall insert in any subcontracts such language as is necessary to require all of his/her SUBCONTRACTORS to comply with the requirements of this section. The CONTRACTOR shall be responsible for noncompliance by any of his/her SUBCONTRACTORS. This section shall be deemed part of any contract entered into between the CONTRACTOR and any of his/her SUBCONTRACTORS.
 - 1. The threshold dollar amount for construction contracts subject to prevailing wage and fringe benefit payments, pursuant to Section 38.52 of "Code of Ordinances", is \$500,000.00 (Five-hundred-thousand Dollars).
 - 2. CONTRACTOR and SUBCONTRACTORS shall comply with Section 38.52 of the Code of Ordinances titled "Prevailing Rate of Wages and Fringe Benefits on City Construction Contracts" for contracts in the amount of \$500,000.00 and over.

1.15 BASIS FOR PAYMENT/QUANTITIES IN THE PROPOSAL:

- A. Quantities listed in the proposal are approximate and subject to variance. Such quantities are to be used by the OWNER for comparison only. Payment for items with unit prices shall be for the measured amount of such items incorporated by the CONTRACTOR in the completed work and accepted by the PROJECT MANAGER.
- B. The bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with actual quantities. It is understood that the quantities may be increased or decreased in accordance with provisions of the General Conditions.

1.16 PROJECT COORDINATION:

A. The CONTRACTOR or a representative shall attend project coordination meetings as deemed necessary by the Project Manager.

1.17 PRE-CONSTRUCTION PHOTOGRAPHIC RECORD:

A. For certain projects, and at certain locations, a pre-construction photographic record may be needed. The CONTRACTOR shall verify the applicability of this requirement with the PROJECT MANAGER.

1.18 SITE CONDITIONS AND SUBSURFACE INVESTIGATION:

- A. The CONTRACTOR shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, subsurface soil conditions, the character and quality of the substrate, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrate or ground water table conditions will not be allowed.
- B. If applicable, soil boring logs will be provided in the Appendix and are for information only. The CITY makes no guarantees as to their accuracy and is not responsible for assumptions made by the CONTRACTOR based upon the information.

1.19 CONTRACTORS RESPONSIBILITY FOR MATERIAL AND STORAGE:

- A. The CONTRACTOR shall be responsible for all materials furnished by him. All such material which is defective in manufacture or has been damaged in transit or has been damaged after delivery shall be replaced by the CONTRACTOR at his expense.
- B. The CONTRACTOR shall be responsible for the safe storage of material furnished to or by him, and accepted by him, until it has been incorporated in the completed project.

1.20 DUST CONTROL:

- A. CONTRACTOR shall provide to the PROJECT MANAGER for approval, a method of controlling and preventing the spread of dust to occupied premises and vehicles parked along the work area.
- B. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed immediately by the CONTRACTOR and the streets cleaned to the satisfaction of the ENGINEER. The walks, roadways, temporary pavement, etc. shall be swept clean at the end of each day.

1.21 GUARANTEES:

- A. Written guarantees shown below shall be provided to the CITY. The guarantee period shall begin the day the project is accepted as complete by the PROJECT MANAGER. Final payment will not be released until all the guarantees have been received in writing, properly signed and executed.
 - 1. CONTRACTOR'S GUARANTEE:
 - a. The CONTRACTOR shall furnish a written one (1) year guarantee on all labor and materials furnished by him except stated otherwise.

No costs will be borne by the CITY for correcting defective workmanship or materials.

b. The landscape guarantee shall be for a minimum of 180 days.

1.22 SUBSTITUTIONS - GENERAL:

- A. After the execution of the Contract, requests made by the CONTRACTOR for substitution of equipment and/or material of makes and/or types other than those specified in the Contract will be considered for two reasons only:
 - That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that specified in the Contract.
 - 2. That the equipment and/or material proposed for substitution is **equal** in construction and/or efficiency to that specified in the Contract.

In either case, it will be assumed that the cost to the CONTRACTOR of the equipment and/or material proposed to be substituted is less than the equipment and/or material specified in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

1.23 MAINTENANCE OF TRAFFIC:

- A. In projects where it is applicable, The CONTRACTOR shall submit a maintenance of traffic plan for approval by the CITY TRAFFIC ENGINEER, TRAFFIC SERGEANT AND FIRE MARSHALL prior to commencing work.
- B. The CONTRACTOR shall control his operations and those of his SUBCONTRACTORS and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration. The CONTRACTOR shall keep roads, streets, or highways open to all traffic and shall provide such maintenance as may be required to maintain specified traffic. CONTRACTOR shall furnish, erect and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The CONTRACTOR shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress form abutting property or intersecting roads, streets or highways.
- C. Beginning date of CONTRACTOR's responsibility: the CONTRACTOR's responsibility for maintenance of traffic shall begin on the day he starts work on the project or on the first day contract time is charged, whichever is earlier. His responsibility at this date is to notify the PROJECT MANAGER of the dates when traffic will be affected and where it will be affected and the steps he will take to maintain traffic safety.

- D. Sections not requiring traffic maintenance: In general the CONTRACTOR will not be required to maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. CONTRACTOR, however, shall not obstruct nor create a hazard to any traffic during the prosecution of the work and shall be responsible for repair of any damage to existing pavement or facilities caused by his operation.
- E. No waiver of liability: The CONTRACTOR shall conduct his operations in such a manner that no undue hazard will result due to the requirements of this section, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the CONTRACTOR or his surety.

1.24 **WORK HOURS AND OVERTIME WORK:**

- Α. City noise ordinances prohibit any work prior to 7:00 a.m. and after 6:00 p.m., Monday through Friday. Work is allowed 8:00 a.m. to 6:00 p.m. on Saturdays. No work is allowed on Sundays.
- B. CONTRACTOR shall provide weekly progress schedule indicating working hours, and days subject to PROJECT MANAGER'S approval.
- C. CONTRACTOR shall be responsible for reimbursement of inspector's wages when inspection is required for over 40 hours per week, at a rate of \$50.00 per hour.
- D. Overtime inspection fees will not be deducted from moneys due the CONTRACTOR. Payment covering all overtime reimbursements must accompany monthly pay request.

1.25 **HURRICANE PREPAREDNESS:**

- A. As the schedule for this project may coincide, 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 site during the course of Contract work.
- B. When applicable, the CONTRACTOR shall submit to the PROJECT MANAGER 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 hurricane warning.
- C. In the event of inclement weather, or whenever the PROJECT MANAGER 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 or any Sub-Contractor to so protect the work. Such work and materials so damaged shall be removed and replaced at the expense of the CONTRACTOR.

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. The CONTRACTOR shall also cooperate with City Personnel in protecting other structures at the site.

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. North Lake Area South Lake Area

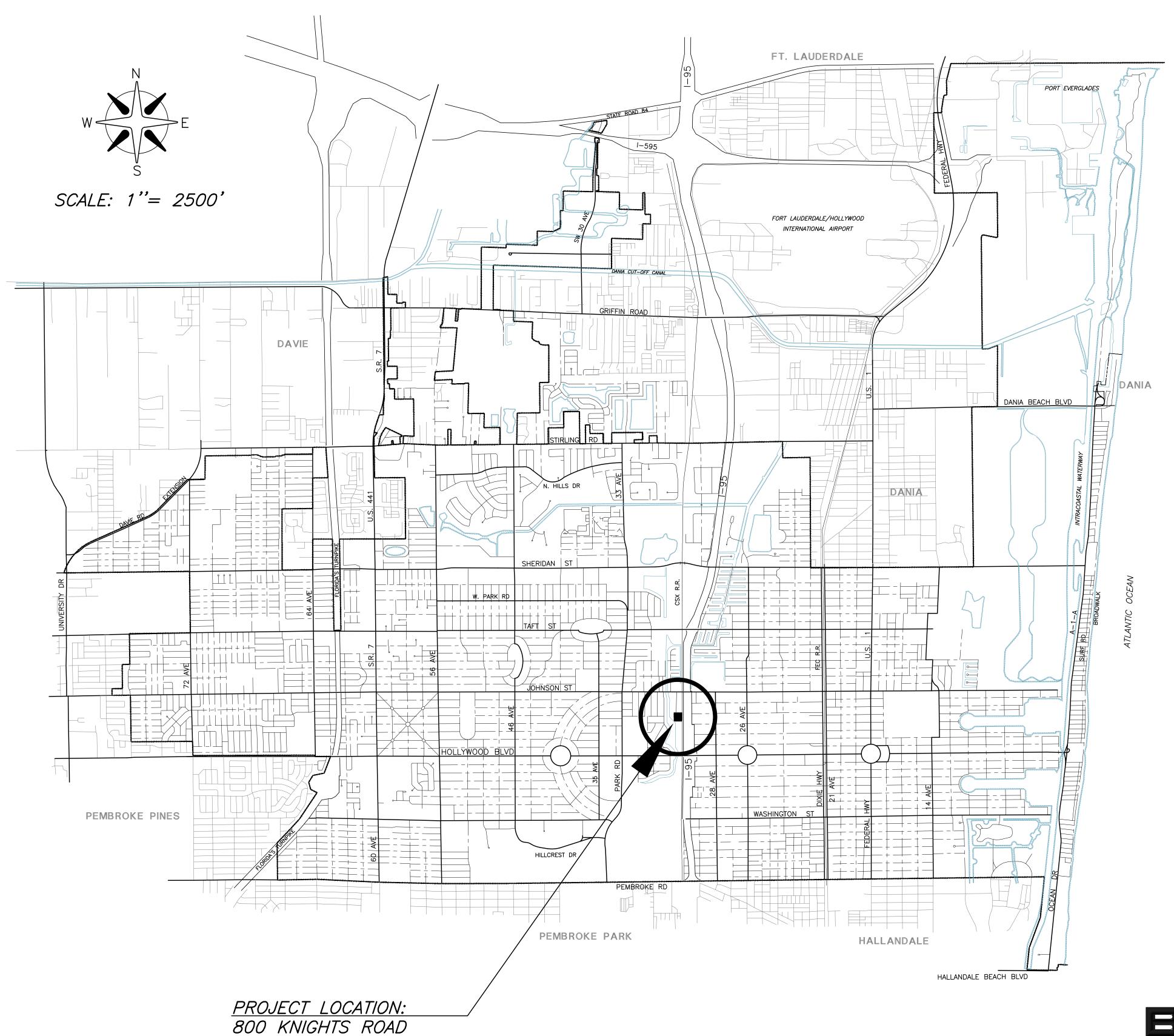
A1A Sheridan Street Dania Beach Blvd.

US Highway 1 46th Avenue Hallandale Bch Blvd.

END OF SECTION

PLANS

AT STAN GOLDMAN MEMORIAL PARK



HOLLYWOOD, FLORIDA



OWNER:

CITY OF HOLLYWOOD 2600 HOLLYWOOD BOULEVARD HOLLYWOOD, FLORIDA 33020

PLANNING:

ARCHITECT

WALTER WERNECKE, RA DEPARTMENT OF PUBLIC WORKS 2600 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33022 PHONE: (954) 921-3900 FAX: (954) 921-3416

LANDSCAPE ARCHITECT

DALE BRYANT, RLA DEPARTMENT OF PUBLIC WORKS PHONE: (954) 921-3900 FAX: (954) 921-3416 EMAIL: <u>DBRYANT@HOLLYWOODFL.ORG</u>

CIVIL/STRUCTURAL ENGINEER

CLARISSA M. IP, PE DEPARTMENT OF PUBLIC WORKS PHONE: (954) 921-3900 FAX: (954) 921-3416 EMAIL: <u>CIP@HOLLYWOODFL.ORG</u>

GENERAL NOTES:

ENGINEERING DIVISION___

TRAFFIC ENGINEERING DIVISION _____

COMPENSATION SHALL BE ALLOWED.

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VISIT JOB SITE PRIOR TO BIDDING.

SUNSHINE	1-800-432-4770
F.P.&L	1-800-749-9203
BELL SOUTH (CALL SUNSHINE)	1-800-432-4770
PEOPLES GAS	
A.T.&T. BROADBAND	(954) 921–1773x222
CITY OF HOLLYWOOD	
ENGINEERING INSPECTOR	(954) 921–3900
UNDERGROUND UTILITIES	(954) 921–3046
BROWARD COUNTY	

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:

3. THE LOCATION, SIZE AND MATERIAL OF THE EXISTING UTILITIES AND STRUCTURES HAVE BEEN RECORDED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ARCHITECT/ENGINEER. THIS INFORMATION IS NOT GUARANTEED. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY AND ALL CONFLICTS WITH EXISTING UTILITIES SHALL BE REPORTED TO THE CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES, ENGINEERING AND ARCHITECTURAL SERVICES DIVISION. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL

- 4. THE CONTRACTOR SHALL REPLACE IN KIND ALL ITEMS DAMAGED BY
- 5. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN OVERNIGHT WITHOUT THE WRITTEN PERMISSION OF THE CITY OF HOLLYWOOD ENGINEER.
- 6. THE CITY OF HOLLYWOOD HAS A NOISE ORDINANCE (CHAPTER 100) WHICH PROHIBITS EXCAVATION & CONSTRUCTION BEFORE 8:00 A.M. AND AFTER 6:00 P.M., MONDAY THRU SATURDAY AND ALL DAY SUNDAY.

SITE DATA:

LAND USE: OPEN SPACE AND RECREATION

ZONING: GU (GOVERNMENT USE)

GROSS PROJECT LIMITS/AREA: 1.25 ACRE

ELECTRICAL ENGINEER

NORMAN F. BRAY, P.E., INC. 2131 HOLLYWOOD BLVD., SUITE #501 HOLLYWOOD, FL 33020 PHONE: (954) 925-3217 FAX: (954) 925-3247 EMAIL: BRAY501@BELLSOUTH.NET

MECHANICAL/PLUMBING ENGINEER

GRANATA AND ASSOCIATES, INC. 6692 NORTH GRANDE DRIVE BOCA RATON, FL 33433 PHONE: (561) 487-1189 FAX: (561) 487-1113 EMAIL: MGRANATA@MGPE.NET

DRAWING INDEX

SHEET# DESCRIPTION

CVR	COVER SHEET
SS-1	SITE SURVEY
SP-1	SITE PLAN PROJECT SCOPE & LIMITS
SP-2	SITE PLAN DEMOLITION & NOTES
SP-3	SITE PLAN ENLARGED & DIMENSIONE
SP-4	MISCELLANEOUS SITE DETAILS
SP-5	ENTRANCE GATE DETAILS
C-100	PAVING AND MARKING PLAN
C-101	PAVING AND MARKING DETAILS
C-102	PAVING AND MARKING DETAILS
C-103	GRADING AND DRAINAGE PLAN
C-104	GRADING AND DRAINAGE DETAILS
L-100	EXISTING TREE DISPOSITION PLAN
L-101	TREE REMOVAL PLAN
L-102	LANDSCAPE PLANTING PLAN
L-103	LANDSCAPE DETAILS
L-104	LANDSCAPE SPECIFICATIONS
L-300	IRRIGATION PLAN
L-301	IRRIGATION DETAILS
	IRRIGATION SPECIFICATIONS
E-1	ELECTRICAL PLAN, RISER & NOTES

PARKING:

TOTAL PROVIDED: 14 STANDARD + 1 H.C. = 15

PLUMBING PLAN, RISER & NOTES



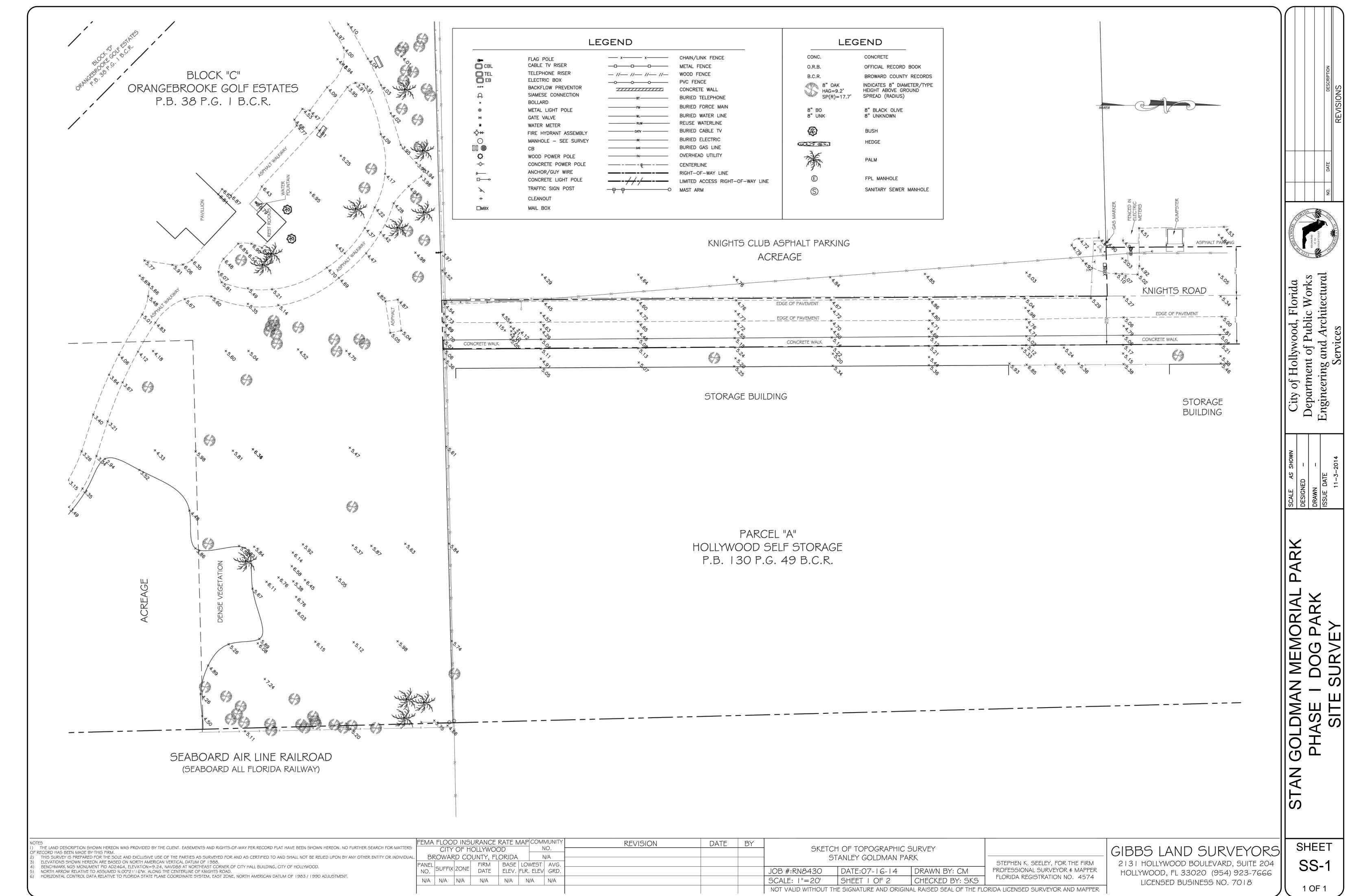
_(954) 357-6230/357-6233

WALTER WERNECKE FL 91975

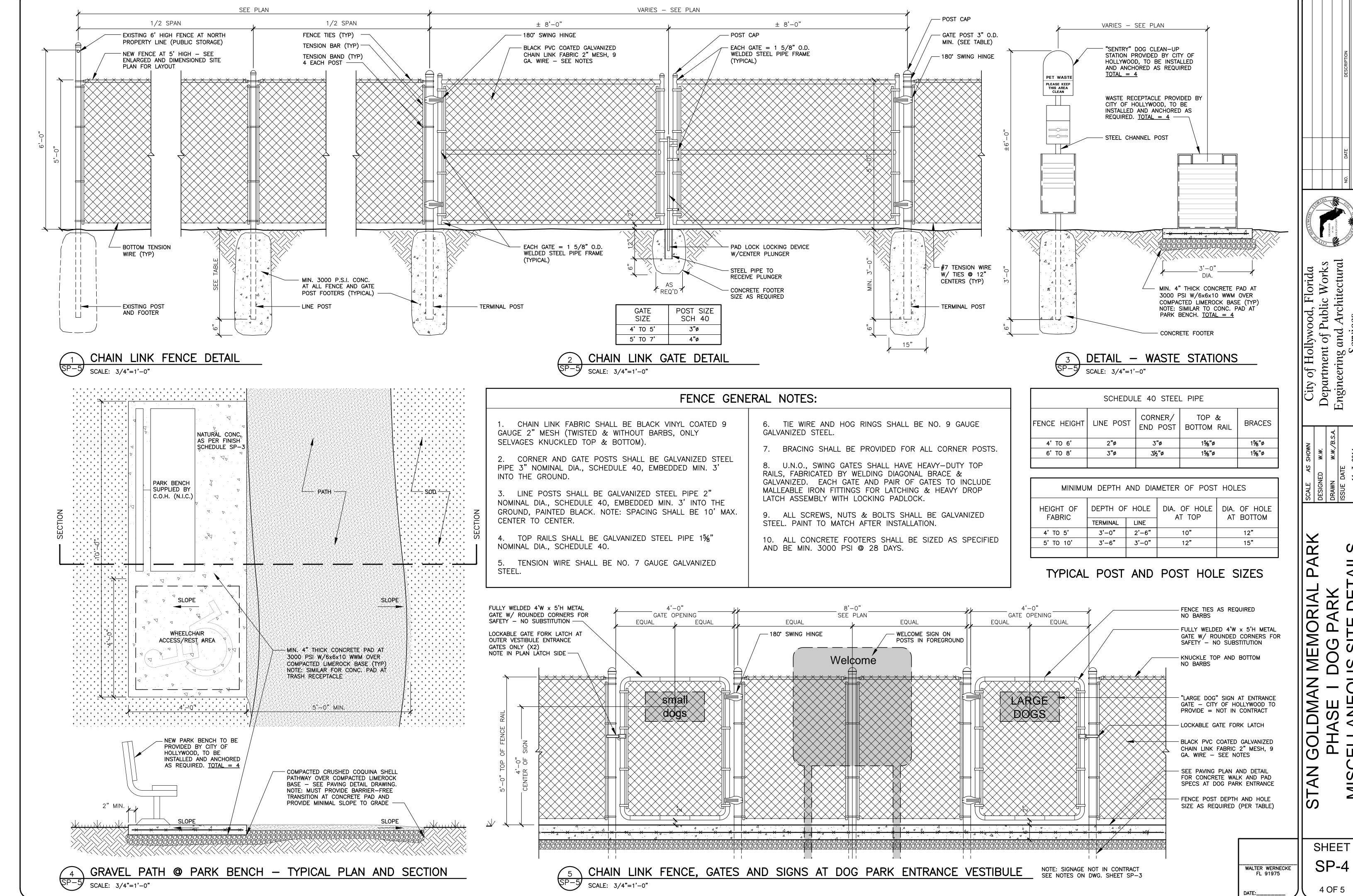
SHEET COVER 1 OF 1

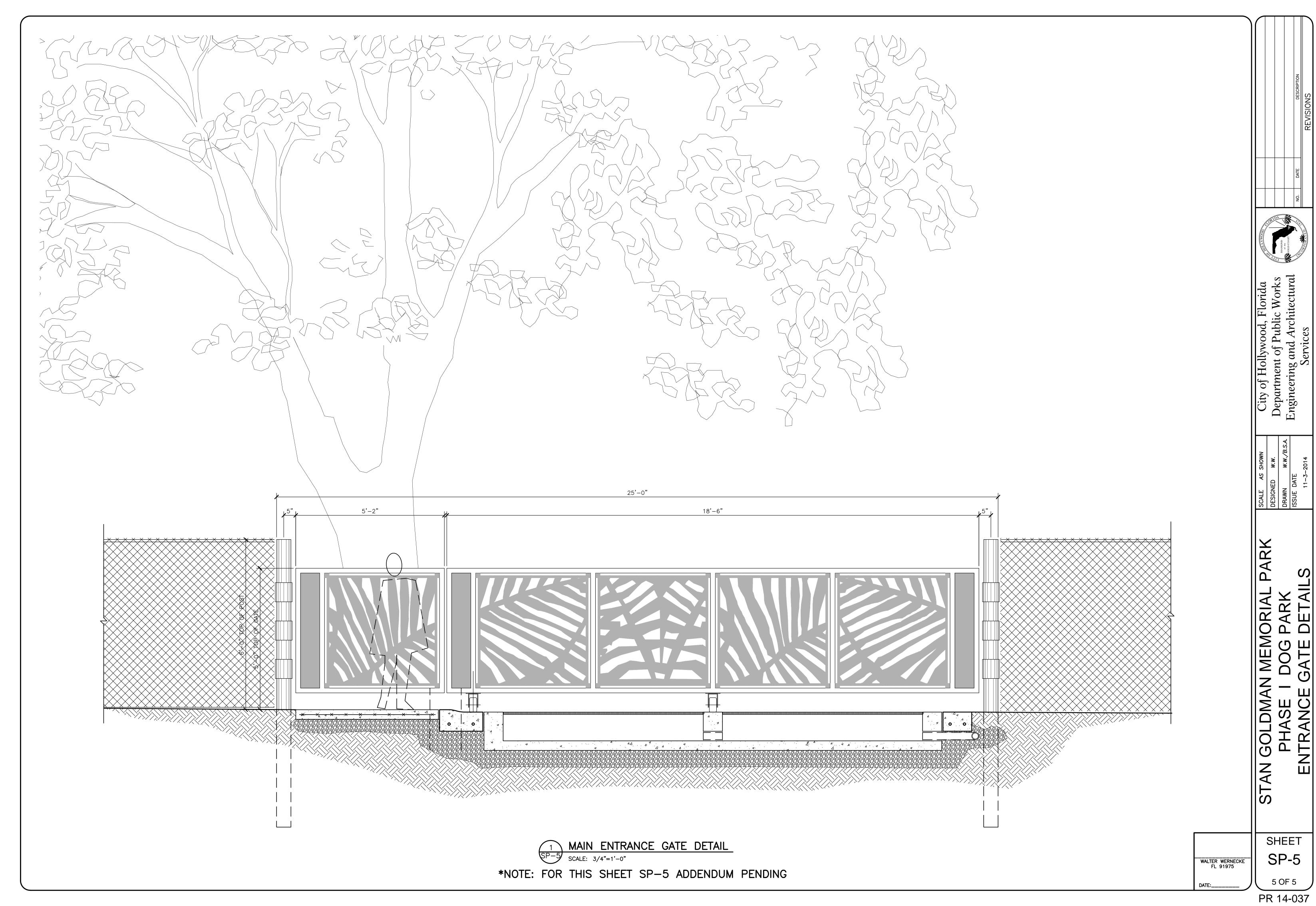
MEMORIAL

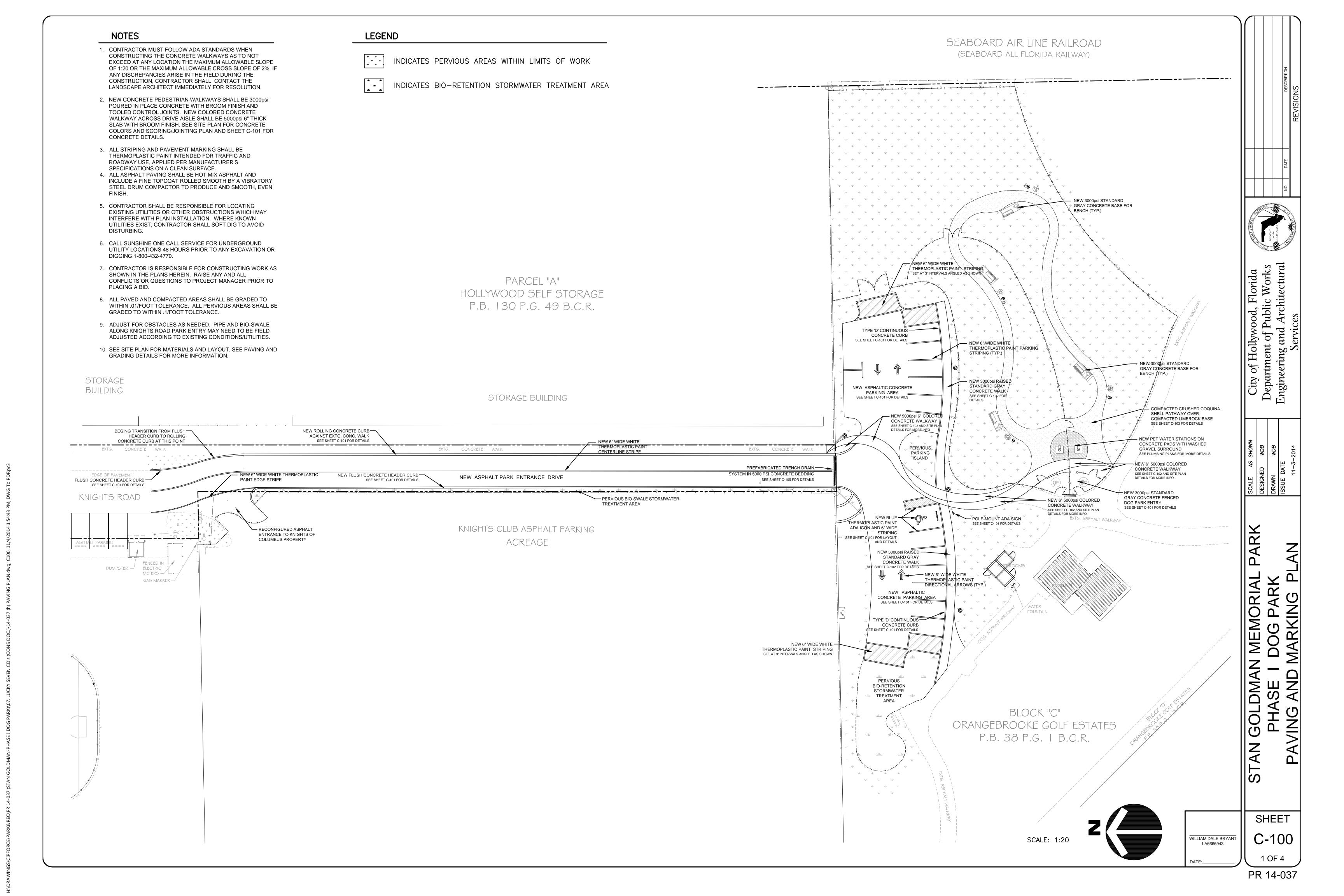
GOLDMAN



H:\DRAWINGS\CIPFORCE\PARK&REC\PR 14-037 (STAN GOLDMAN-PHASE I DOG PARK)\07. LUCKY SEVEN CD's (CONS DOC.)\14-037 (d) SITE PLAN DEMOLITION.dwg, SP-2 SITE PLAN D



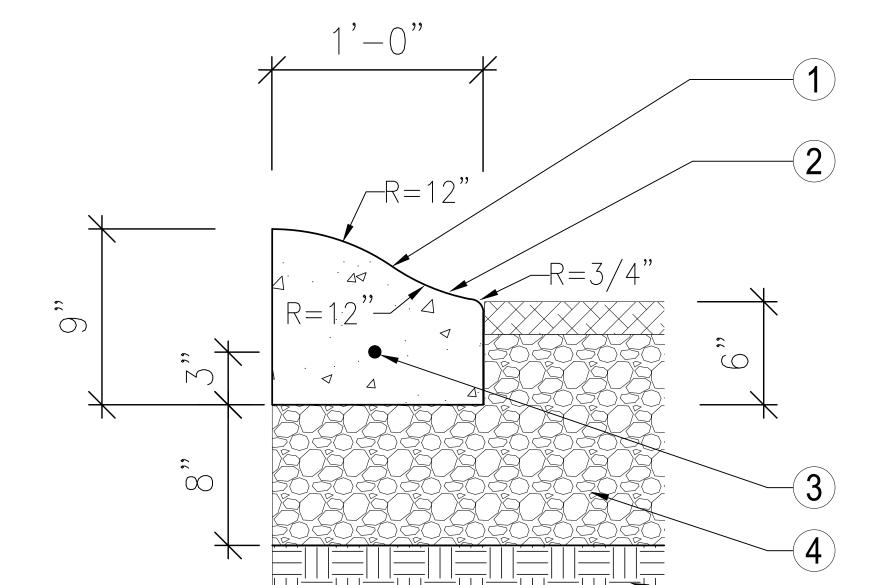




NOTES:

- STABILIZED SUBGRADE MIN. LBR OF 40, COMPACTED AT 95% MAXIMUM DENSITY PER AASHTO T-180
- 2. LIMEROCK BASE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-180 WITH TACK COAT APPLIED

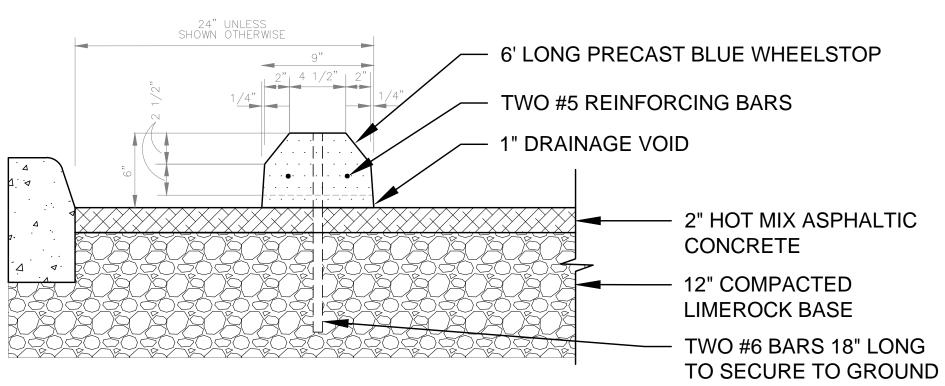


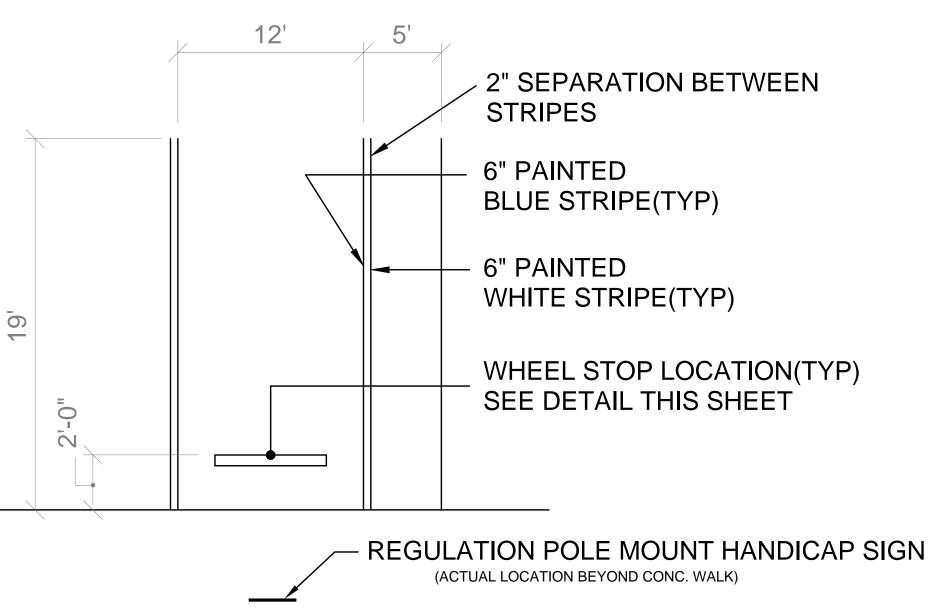


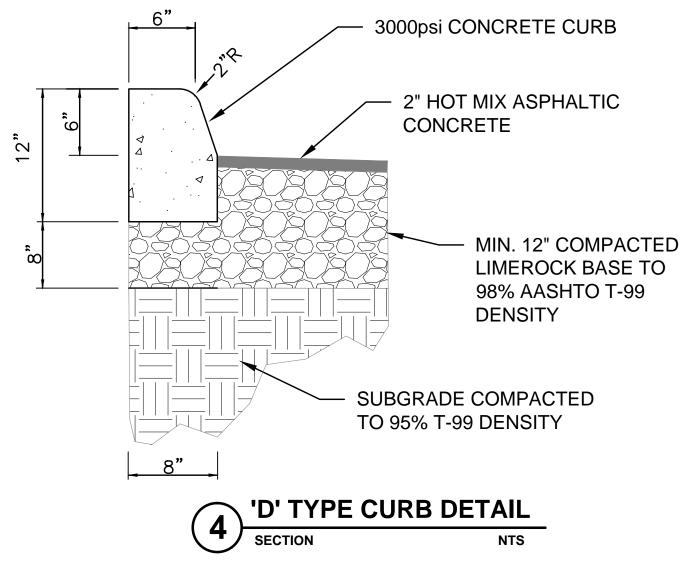
- (1) EXPOSED SURFACE OF CURB TO HAVE BROOM FINISH TEXTURE PARALLEL TO LENGTH ALONG KNIGHTS ROAD
- (2) CONCRETE ROLLING CURB MIN. 3000 psi IN 28 DAYS
- (3) #5 BAR CONTINOUS
- (4) COMPACTED LIMEROCK BASE TO 98% OF AASHTO T-99 DENSITY
- (5) STABILIZED SUBGRADE TO 95% OF AASHTO T-99 DENSITY

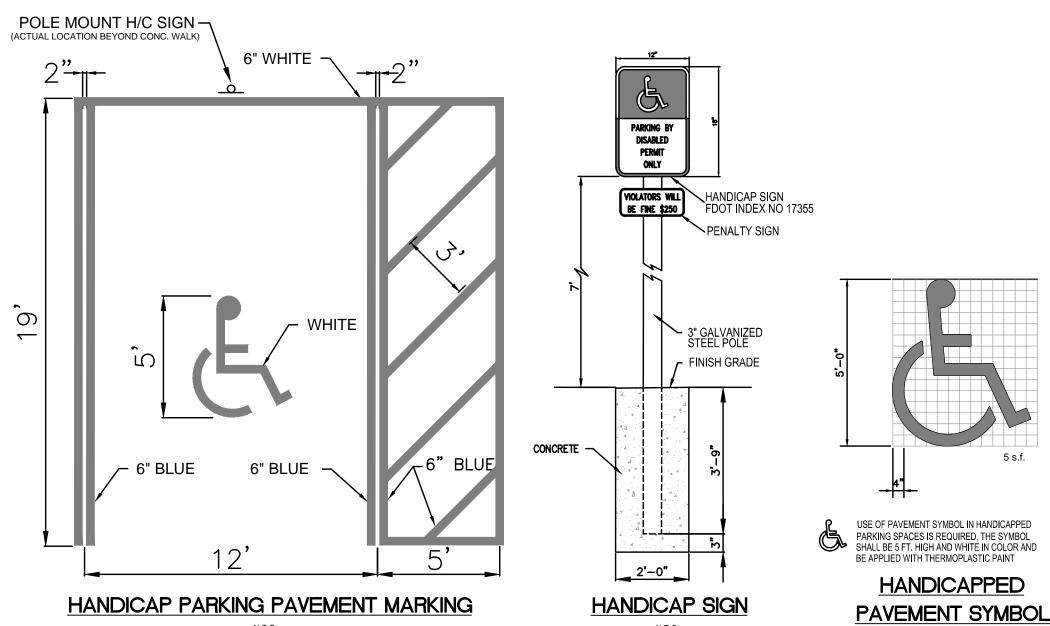
NOTE: INSTALL EXPANSION JOINT BETWEEN **EXISTING SIDEWALK AND NEW ROLLING CURB** ALONG KNIGHTS ROAD SEE EXPANSION JOINT DETAIL FOR MORE INFORMATION

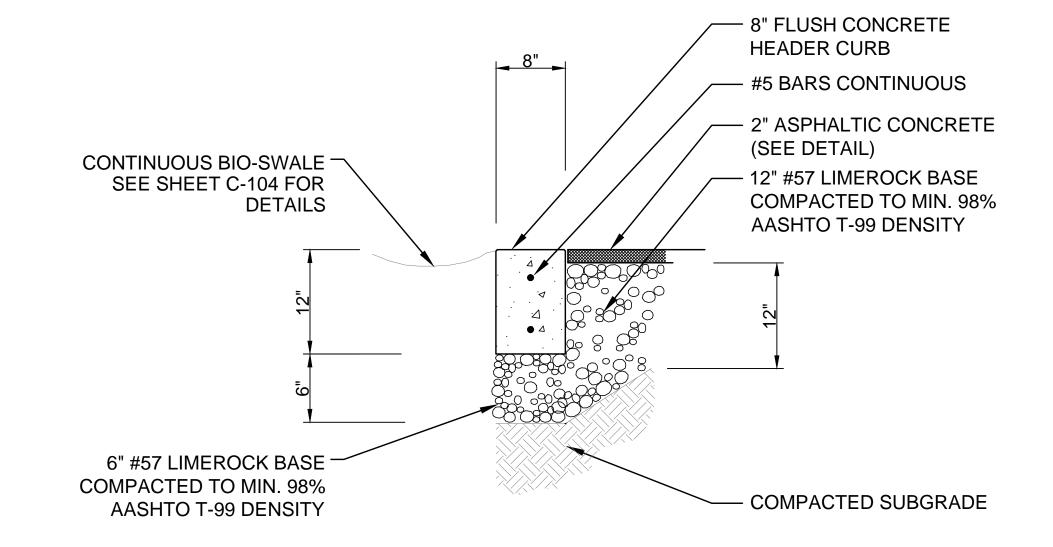
ROLL CURB DETAIL (EAST SIDE OF KNIGHTS RD.)











5 FLUSH CURB DETAIL (WEST SIDE OF KNIGHTS RD.)

SECTION

NOTES:

- 1. Contractor to review plans and site prior to submitting a bid. Any questions or potential conflicts shall be brought to the attention of the City prior to placing a bid. If no questions or potential conflicts are brought to attention, it will be assumed that the contractor has thoroughly reviewed the site and plans and understands the full scope of the work.
- 2. All washed gravel proposed for underground water storage areas in bio-rentention swales shall be washed limerock with no fine particles. Removal of all fine particles prior to installation is imperative to meeting stormwater detention calculations and failure to do so may result in the inability of proposed drainage solutions to properly handle calculated stormwater runoff.
- 3. Trench drain across Knights Road terminus shall be a prefabricated type compatible with Ironage Oblio metal top grate such as ACO K100S, ABT Polydrain, MEA 1000 Series or approved equal. Top grate shall be Oblio 5" metal grate as manufactured by Ironage Designs.
- 4. For bio-retention area plantings, see Landscape Plans.
- 5. Contractor shall be responsible for locating existing utilities or other obstructions which may interfere with grading and drainage plans. Call Sunshine One Call service for underground utility locations 48 hours prior to any excavation or digging 1-800-432-4770.
- 6. See Site Plan for scope. Scope to include all work within drawing set complete including proper disposal of debris and spoils.

WILLIAM DALE BRYAN

SHEET C-101 2 OF 5

ACCESSIBLE PARKING LAYOUT DETAIL

PR 14-037

City of Hollywood, Florida Department of Public Works Engineering and Architectural

PARK

MEMORIAL

A

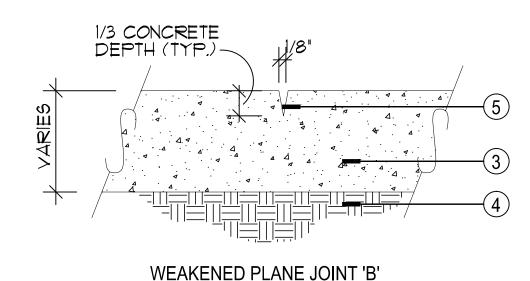
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DMAN SE I I

CURB STOP DETAIL (FOR ADA SPACE ONLY)

SECTION

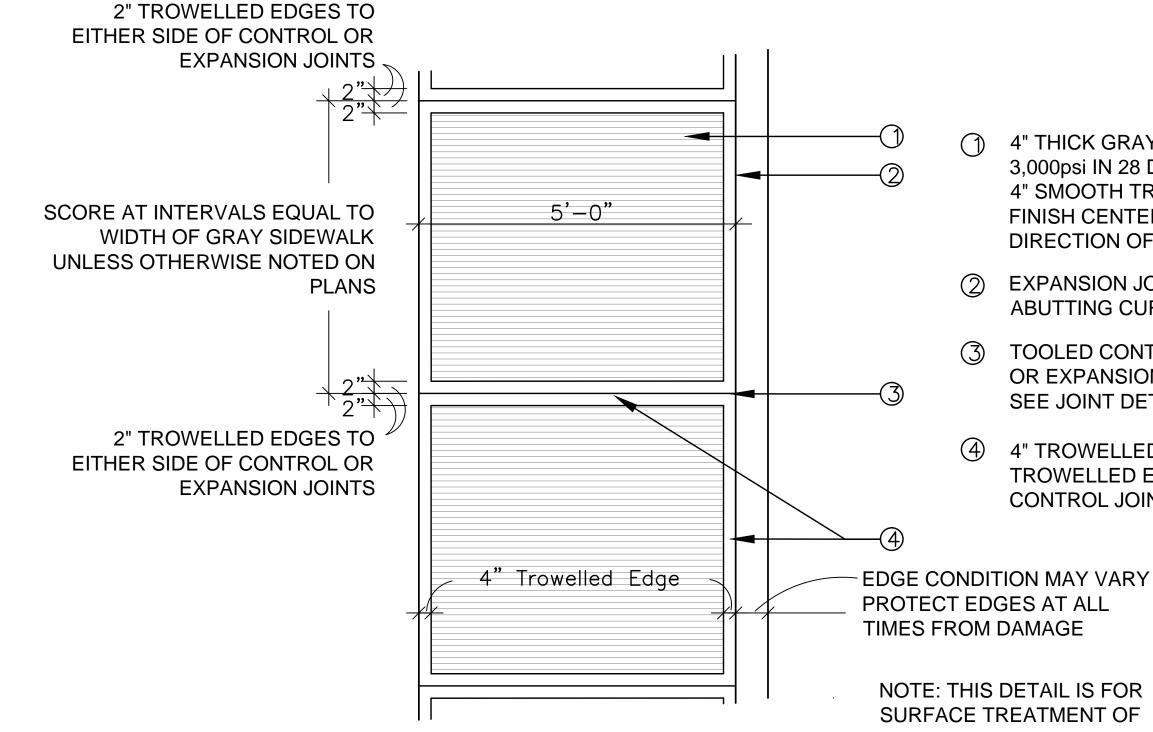
N.T.S.



(CONTROL JOINT)

- (1) GRAY CAULKING/SEALANT MATERIAL PROVIDE SAMPLE FOR APPROVAL BY CITY
- 1/2" PREFORMED EXPANSION JOINT FILLER (NEOPRENE OR BITUMINOUS CORK/FIBERBOARD)
- (3) CONCRETE SLAB DEPTH= 4" @ 3,000psi FOR STANDARD GRAY WALKS DEPTH= 6" @5,000psi FOR INTEGRALLY COLORED CONTRETE
- (4) BASE FOR 4" PEDESTRIAN WALKS: 2" COARSE SAND LAYER OVER 6" COMPACTED SUBGRADE TO 95% OF AASHTO T-99 DENSITY
- BASE FOR 6" COLORED CONCRETE WALKS: **OVER COMPACTED LIMEROCK BASE TO 98%** OF AASHTO T-99 DENSITY SEE DETAIL FOR DEPTH
- (5) TROWEL CONTROL JOINT MIN. 1/3 DEPTH OF CONCRETE SLAB THICKNESS

A. ON ALL CURB RETURNS A 1/2" EXPANSION JOINT SHALL BE CONSTRUCTED BETWEEN THE BACK OF CURB AND THE SIDEWALK FOR THE ENTIRE LENGTH OF THE RETURN B. 1/2" EXPANSION JOINT EVERY 35' O.C., OR AT COLD JOINTS C. SEE PAVING PATTERN DETAILS FOR SPECIFIC SCORING OR CONTROL JOINT LOCATIONS



- 4" THICK GRAY CONCRETE SIDEWALK @ 3,000psi IN 28 DAYS 4" SMOOTH TROWELLED EDGE AND BROOM FINISH CENTER FIELD PERPENDICULAR TO DIRECTION OF TRAVEL
- **EXPANSION JOINT CONTINUOUS WHERE** ABUTTING CURB OR PAVEMENT
- TOOLED CONTROL JOINT EVERY 10' MAX. OR EXPANSION JOINT EVERY 30' MAX. SEE JOINT DETAILS FOR MORE INFO
- 4" TROWELLED EDGE AT SIDES AND 2" TROWELLED EDGES WHERE SIDEWALK CONTROL JOINTS OCCUR BETWEEN FLAGS

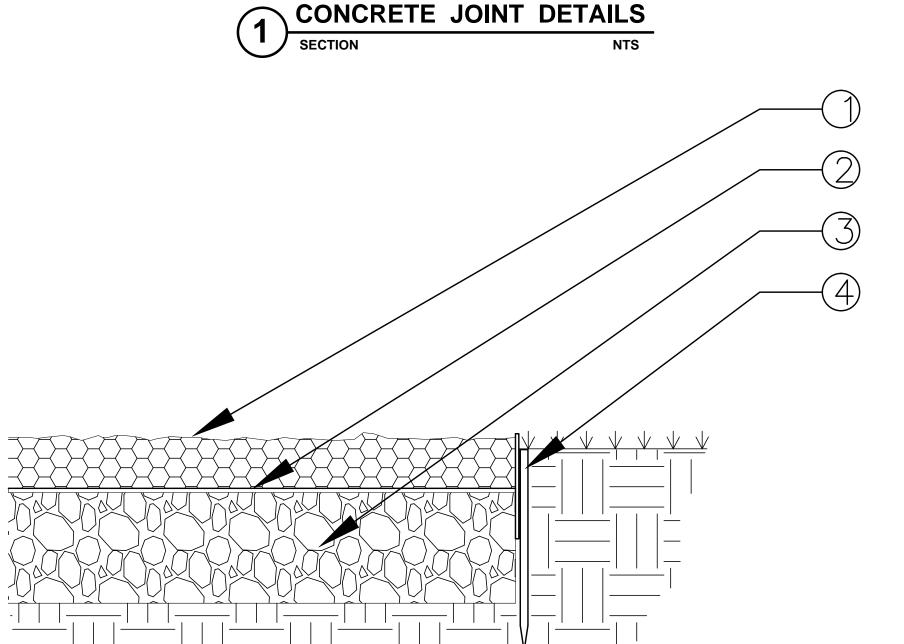
TIMES FROM DAMAGE NOTE: THIS DETAIL IS FOR SURFACE TREATMENT OF **GRAY CONCRETE WALKS**

STANDARD GRAY CONCRETE SIDEWALK FINISH DETAIL

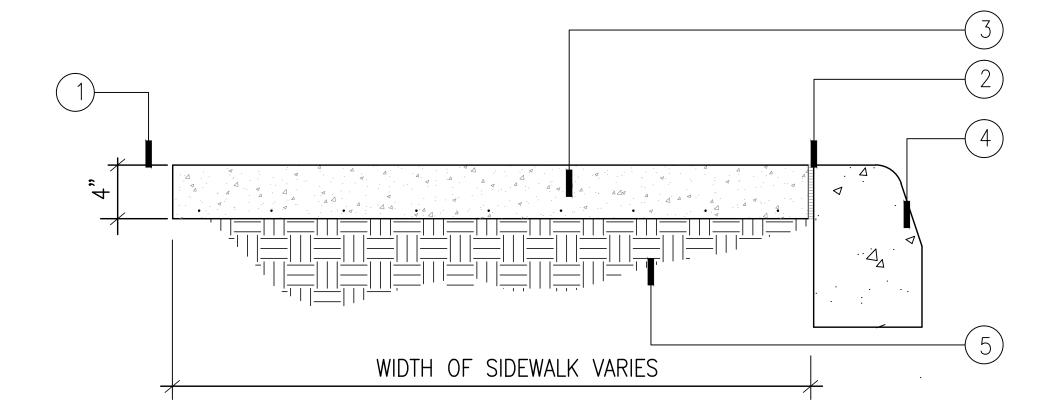
SECTION

STANDARD GRAY CONCRETE SIDEWALK DETAIL

ONLY



- 2" MIN. LAYER **COMPACTED CRUSHED COQUINA SHELL AGGREGATE**
- (2) 6 MIL PLASTIC BARRIER SECURED IN PLACE
- 4" MIN. LAYER COMPACTED LIMEROCK BASE
- $4"x \frac{3}{16}"$ METAL EDGING RESTRAINT STAKED IN PLACE

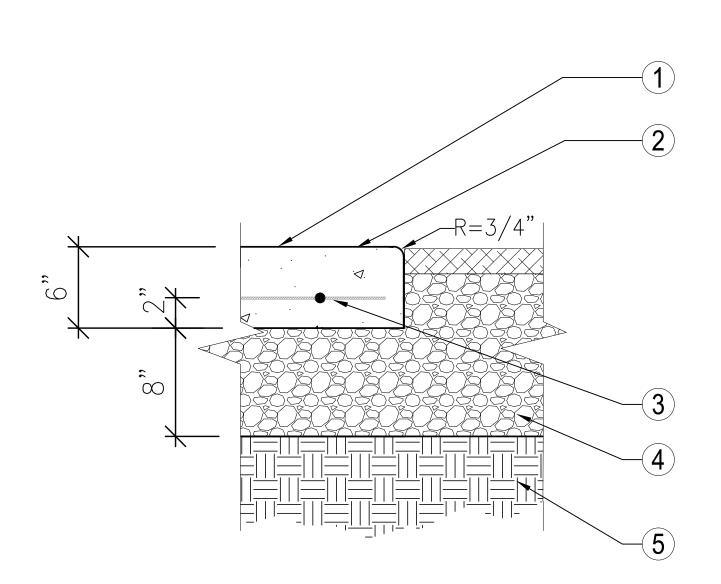


- **EDGE CONDITION VARIES**
- **EXPANSION JOINT TYPE "A"**
- 4" CONCRETE WALK WITH 6X6X12 WWM REINFORCEMENT MIN. 3000psi IN 28 DAYS
- PROTECT AND RETAIN CURB
- 2" LAYER COARSE SAND OVER 6" **COMPACTED SUBGRADE TO 95%** AASHTO T-99 DENSITY

CRUSHED COQUINA SHELL PATH DETAIL

NOTES:

- 1. Contractor to review plans and site prior to submitting a bid. Any questions or potential conflicts shall be brought to the attention of the City prior to placing a bid. If no questions or potential conflicts are brought to attention, it will be assumed that the contractor has thoroughly reviewed the site and plans and understands the full scope of the work.
- 2. All washed gravel proposed for underground water storage areas in bio-rentention swales shall be washed limerock with no fine particles. Removal of all fine particles prior to installation is imperative to meeting stormwater detention calculations and failure to do so may result in the inability of proposed drainage solutions to properly handle calculated stormwater runoff.
- 3. Trench drain across Knights Road terminus shall be a prefabricated type compatible with Ironage Oblio metal top grate such as ACO K100S, ABT Polydrain, MEA 1000 Series or approved equal. Top grate shall be Oblio 5" metal grate as manufactured by Ironage Designs.
- 4. For bio-retention area plantings, see Landscape Plans.
- 5. Contractor shall be responsible for locating existing utilities or other obstructions which may interfere with grading and drainage plans. Call Sunshine One Call service for underground utility locations 48 hours prior to any excavation or digging 1-800-432-4770.
- 6. See Site Plan for scope. Scope to include all work within drawing set complete including proper disposal of debris and spoils.



- EXPOSED SURFACE OF CONCRETE TO HAVE BROOM FINISH TEXTURE PARALLEL TO DIRECTION OF PEDESTRIAN TRAVEL
- (2) 6" INTREGRAL COLORED CONCRETE SLAB MIN. 5000 psi IN 28 DAYS SEE SITE DETAILS FOR COLOR MANUFACTURER AND COLOR HUES SUBMIT SAMPLES FOR APPROVAL
- #3 BARS @18" O.C. BOTH DIRECTIONS
- (4) COMPACTED LIMEROCK BASE TO 98% OF **AASHTO T-99 DENSITY**
- (5) STABILIZED SUBGRADE TO 95% OF AASHTO T-99 DENSITY

NOTE: INSTALL EXPANSION JOINT BETWEEN EXISTING SIDEWALK AND NEW ROLLING **CURB ALONG KNIGHTS ROAD** SEE EXPANSION JOINT DETAIL FOR MORE INFORMATION

6" INTEGRAL COLORED CONCRETE WALK DETAIL

WILLIAM DALE BRYAN

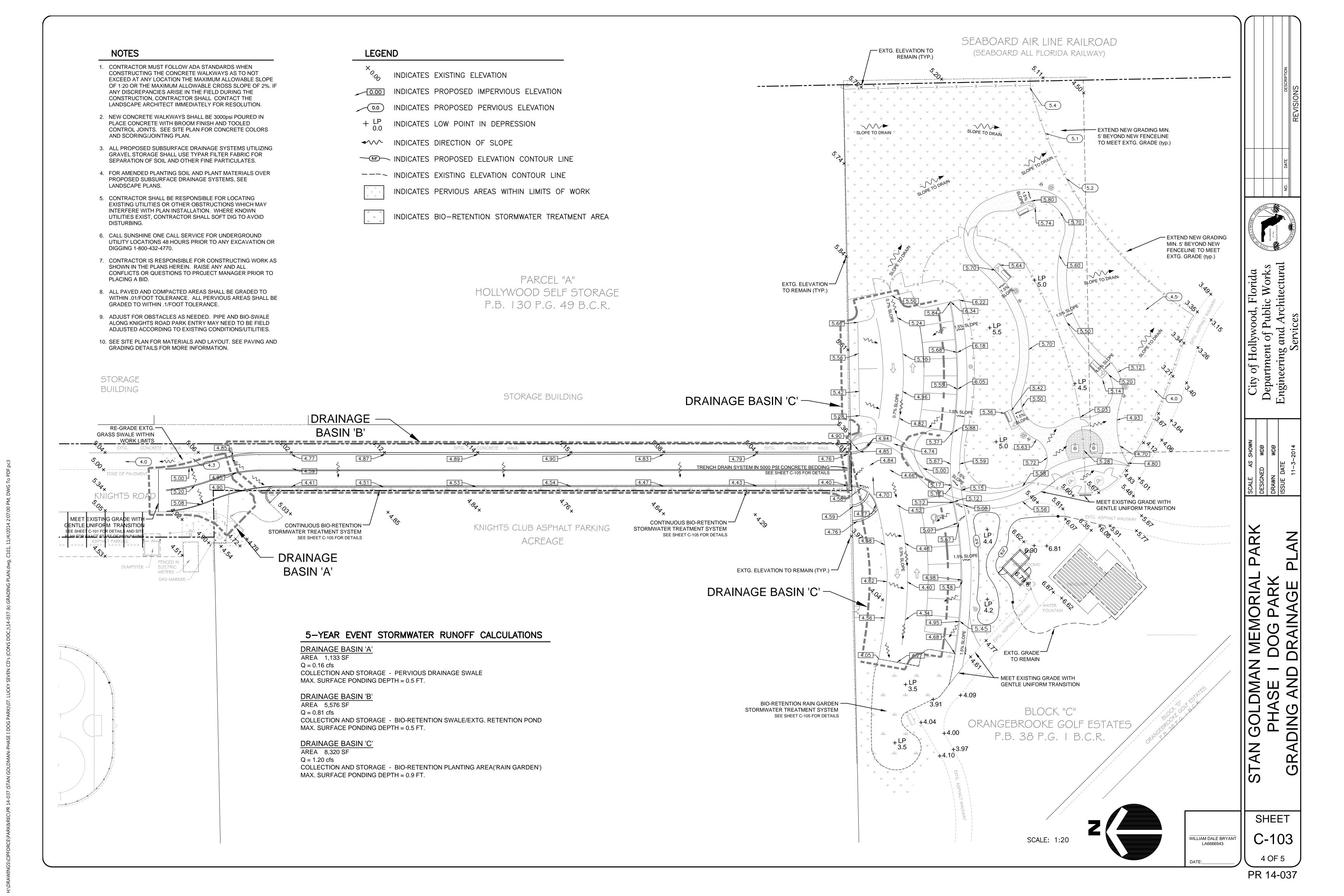
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PARK MEMORIAL DOG PARK

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SHEET C-102



ASPHALT GRADE

LP AT NORTH

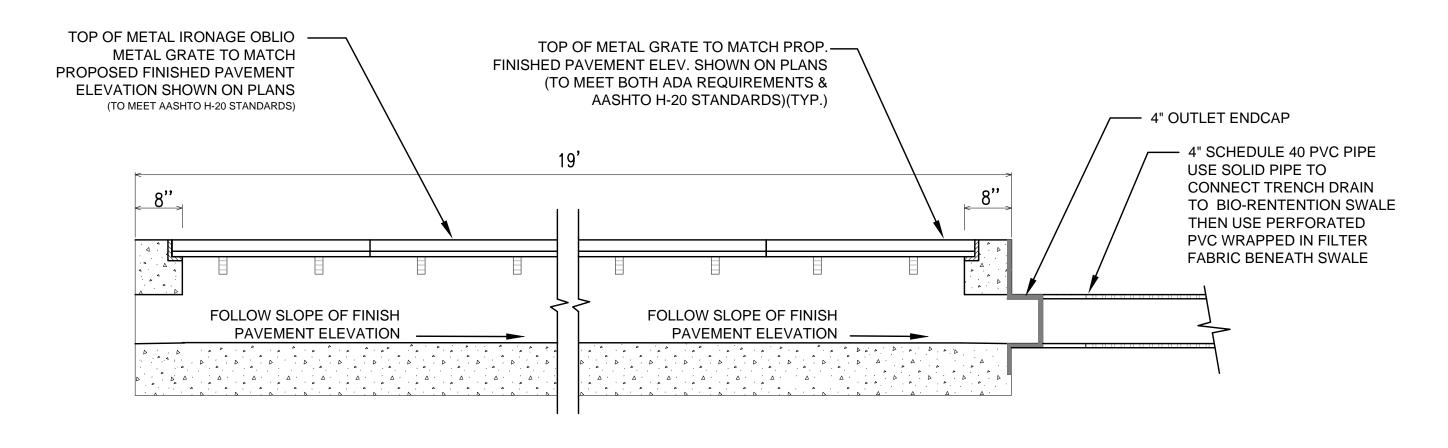


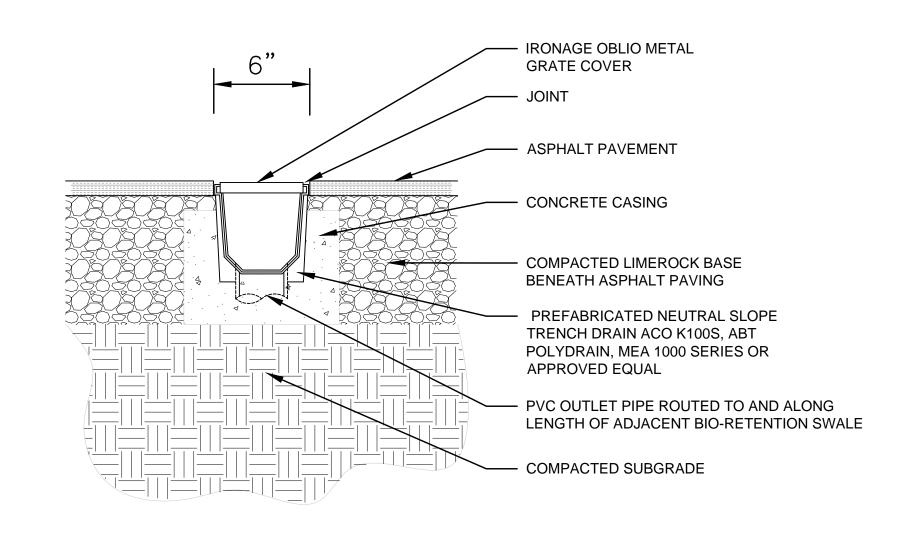
12"

24"

NEW PAVEMENT (KNIGHTS ROAD)

END VIEW





SIDE VIEW

TRENCH DRAIN DETAIL
SECTION

NOTES:

- 1. Contractor to review plans and site prior to submitting a bid. Any questions or potential conflicts shall be brought to the attention of the City prior to placing a bid. If no questions or potential conflicts are brought to attention, it will be assumed that the contractor has thoroughly reviewed the site and plans and understands the full scope of the work.
- 2. All washed gravel proposed for underground water storage areas in bio-rentention swales shall be washed limerock with no fine particles. Removal of all fine particles prior to installation is imperative to meeting stormwater detention calculations and failure to do so may result in the inability of proposed drainage solutions to properly handle calculated stormwater runoff.
- 3. Trench drain across Knights Road terminus shall be a prefabricated type compatible with Ironage Oblio metal top grate such as ACO K100S, ABT Polydrain, MEA 1000 Series or approved equal. Top grate shall be Oblio 5" metal grate as manufactured by Ironage Designs.
- 4. For bio-retention area plantings, see Landscape Plans.
- 5. Contractor shall be responsible for locating existing utilities or other obstructions which may interfere with grading and drainage plans. Call Sunshine One Call service for underground utility locations 48 hours prior to any excavation or digging 1-800-432-4770.

WILLIAM DALE BRYAN LA6666943

NEW VEGETATION IN BIO-RETENTION AREA (SEE LANDSCAPE PLANTING PLANS FOR MORE INFORMATION)

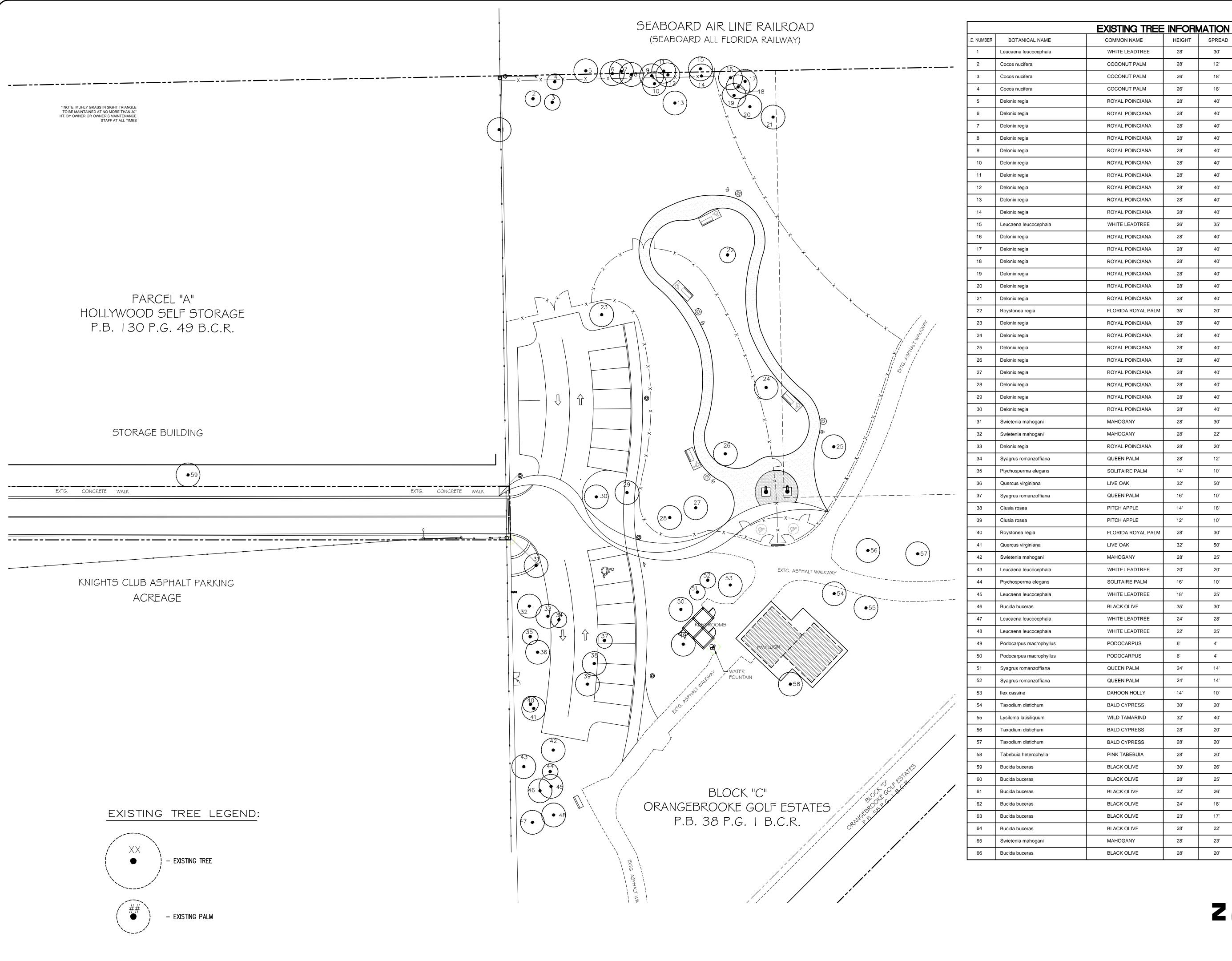
> SHEET 5 OF 5

PARK

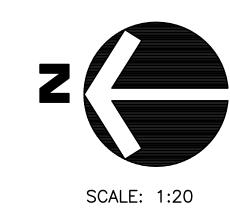
MEMORIAL

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		EXISTING TREE	: INFORM	MATION		·	
D. NUMBER	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER (INCHES)	CONDITION	ACTION
1	Leucaena leucocephala	WHITE LEADTREE	28'	30'	18"	POOR	REMAIN
2	Cocos nucifera	COCONUT PALM	28'	12'	12"	POOR	REMAIN
3	Cocos nucifera	COCONUT PALM	26'	18'	12"	GOOD	REMAIN
4	Cocos nucifera	COCONUT PALM	26'	18'	12"	GOOD	REMAIN
5	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
6	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
7	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
8	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
9	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
10	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
11	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
	-	ROYAL POINCIANA		40'	18"	GOOD	REMAIN
12	Delonix regia		28'				
13	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
14	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
15	Leucaena leucocephala	WHITE LEADTREE	26'	35'	18"	POOR	REMOVE
16	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
17	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
18	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
19	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
20	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
21	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
22	Roystonea regia	FLORIDA ROYAL PALM	35'	20'	18"	GOOD	REMAIN
23	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
24	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
25	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
26	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
27	Delonix regia	ROYAL POINCIANA	28'	40'	18"	FAIR	REMAIN
28	Delonix regia	ROYAL POINCIANA	28'	40'	18"	FAIR	REMAIN
	-						
29	Delonix regia	ROYAL POINCIANA	28'	40'	18"	FAIR	REMOVE
30	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
31	Swietenia mahogani	MAHOGANY	28'	30'	16"	FAIR	REM0VE
32	Swietenia mahogani	MAHOGANY	28'	22'	16"	FAIR	REMAIN
33	Delonix regia	ROYAL POINCIANA	28'	20'	8"	POOR	REMOVE
34	Syagrus romanzoffiana	QUEEN PALM	28'	12'	18"	FAIR	REMOVE
35	Ptychosperma elegans	SOLITAIRE PALM	14'	10'	4"	FAIR	REMAIN
36	Quercus virginiana	LIVE OAK	32'	50'	24"	POOR	REMAIN
37	Syagrus romanzoffiana	QUEEN PALM	16'	10'	7"	POOR	REMOVE
38	Clusia rosea	PITCH APPLE	14'	18'	6"	POOR	REMOVE
39	Clusia rosea	PITCH APPLE	12'	10'	3"	POOR	REMOVE
40	Roystonea regia	FLORIDA ROYAL PALM	28'	30'	18"	FAIR	REMAIN
41	Quercus virginiana	LIVE OAK	32'	50'	18"	POOR	REMAIN
42	Swietenia mahogani	MAHOGANY	28'	25'	12"	POOR	REMAIN
43	Leucaena leucocephala	WHITE LEADTREE	20'	20'	22" CLUSTER	POOR	REMAIN
44	Ptychosperma elegans	SOLITAIRE PALM	16'	10'	4"	FAIR	REMAIN
	-						
45	Leucaena leucocephala	WHITE LEADTREE	18'	25'	21" CLUSTER	POOR	REMAIN
46	Bucida buceras	BLACK OLIVE	35'	30'	22"	FAIR	REMAIN
47	Leucaena leucocephala	WHITE LEADTREE	24'	28'	28" CLUSTER	POOR	REMAIN
48	Leucaena leucocephala	WHITE LEADTREE	22'	25'	22" CLUSTER	POOR	REMAIN
49	Podocarpus macrophyllus	PODOCARPUS	6'	4'	2"	POOR	REMAIN
50	Podocarpus macrophyllus	PODOCARPUS	6'	4'	2"	POOR	REMAIN
51	Syagrus romanzoffiana	QUEEN PALM	24'	14'	10"	GOOD	REMAIN
52	Syagrus romanzoffiana	QUEEN PALM	24'	14'	10"	GOOD	REMAIN
53	llex cassine	DAHOON HOLLY	14'	10'	4"	FAIR	REMAIN
54	Taxodium distichum	BALD CYPRESS	30'	20'	20"	GOOD	REMAIN
55	Lysiloma latisiliquum	WILD TAMARIND	32'	40'	32" COMBINED	GOOD	REMAIN
56	Taxodium distichum	BALD CYPRESS	28'	20'	18"	GOOD	REMAIN
57	Taxodium distichum	BALD CYPRESS	28'	20'	18"	GOOD	REMAIN
58	Tabebuia heterophylla	PINK TABEBUIA	28'	20'	12"	GOOD	REMAIN
59	Bucida buceras	BLACK OLIVE	30'	26'	20"	GOOD	REMAIN
60	Bucida buceras	BLACK OLIVE	28'	25'	21"	GOOD	REMAIN
61	Bucida buceras	BLACK OLIVE	32'	26'	22"	GOOD	REMAIN
62	Bucida buceras	BLACK OLIVE	24'	18'	14"	GOOD	REMAIN
63	Bucida buceras	BLACK OLIVE	23'	17'	18" COMBINED	FAIR	REMAIN
	Bucida buceras	BLACK OLIVE	28'	22'	21"	FAIR	REMAIN
64							
65	Swietenia mahogani	MAHOGANY	28'	23'	26" COMBINED	FAIR	REMAIN



WILLIAM DALE BRYANT LA6666943

SHEET L-100 2. THESE PLANS WERE PREPARED BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME. THE PLAN HEREIN CONTAINS EXISTING TREE AND PALM INFORMATION INCLUDING SPECIES, LOCATION, GENERAL CONDITION, AND SIZE INFORMATION PROVIDED BY THE LANDSCAPE ARCHITECT BASED ON SITE VISITS AND SURVEY BY GIBBS LAND SURVEYORS, INC., AND ALL OTHER INFORMATION WAS DERIVED FROM THE EXISTING SURVEY. CONTACT LANDSCAPE ARCHITECT IMMEDIATELY AND BEFORE FORMULATING A PROPOSAL IF ANY CONFLICTS EXIST.

3. CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITIES BEFORE WORK COMMENCES AND SHALL PROTECT ALL UNDERGROUND/ABOVE GROUND UTILITIES AND EXISTING CONDITIONS-TO-REMAIN DURING CONSTRUCTION. ALL TREES TO REMAIN SHALL RECEIVE A FENCE BARRIER PROTECTION DURING CONSTRUCTION. SEE LANDSCAPE DETAILS FOR MORE INFORMATION ON TREE PROTECTION BARRIER.

4. WHEN REPLANTING TREES AND PALMS SPECIFIED FOR RELOCATION, BACKFILL SOIL SHALL BE AS FOLLOWS AND MIXED THOROUGHLY TOGETHER BEFORE ADDING TO BACKFILL HOLES: 50% OF BACKFILL SOIL SHALL BE NATIVE SOIL FROM AROUND THE HOLE FROM WHICH THE TREE WAS DUG; THE REMAINING 50% OF BACKFILL SOIL SHALL BE 50-50 AMENDED PLANTING MIX. SEE LANDSCAPE DETAILS AND SPECIFICATIONS FOR MORE INFORMATION ON AMENDED PLANTING SOIL MIX. ALL PLANTING HOLES FOR RELOCATED TREES AND PALMS TO RECEIVE HYRDOGEL PRODUCT OR EQUIVALENT CONDENSED HYDRATING PRODUCT, QUANTITY AND APPLICATION IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

5. CITY OF HOLLYWOOD RESERVES THE RIGHT TO MAKE MINOR SUBSTITUTIONS IN MATERIAL AND PROJECT SCOPE.

6. IN THE EVENT OF DISPUTE, THE RECORD LANDSCAPE ARCHITECT'S INTERPRETATION SHALL BE FINAL.

7. ALL WORK TO BE IN ACCORDANCE WITH ANY APPLICABLE REGULATIONS.

8. CONTRACTOR TO LEAVE SITE COMPLETELY CLEAN, RESTORED, AND FREE OF DEBRIS.

9. TREES LISTED ON THIS PLAN FOR REMOVAL ARE INDIVIDUALLY SELECTED AND IDENTIFIED. AS PART OF OVERALL PROJECT SCOPE, MASS CLEARING OF TREES AND UNDERGROWTH IS SPECIFIED TO OCCUR AT SOUTHEAST SECTOR OF PROJECT LIMITS (SEE DEMOLITION AND SITE PLANS). THIS INCLUDE COMPLETE DESTRUCTION, REMOVAL AND PROPER DISPOSAL OF TREES NOT MARKED IN THE FIELD TO BE PRESERVED. ANTICIPATED CLEARING WILL BE MOST, IF NOT ALL, OF THE INVASIVE EXOTIC TREES WITHIN THE AREAS INDICATED ON THE DEMOLITION PLAN.

10. FOR ALL TREES TO BE REMOVED, CONTRACTOR TO TAKE PROPER CARE IN REMOVAL TO NOT CAUSE DAMAGE TO EXISTING SITE FEATURES OR CONDITIONS. COMPLETELY REMOVE TREES AND PROPERLY DISPOSE OF OFF-SITE. COMPLETELY REMOVE ROOT SYSTEMS OR GRIND STUMPS TO A MINIMUM OF 18" BELOW GRADE AND INSTALL CLEAN TOPSOIL TO RESTORE GRADE.

11. NO TREES SHALL BE REMOVED UNTIL A TREE REMOVAL PERMIT IS SECURED AS REQUIRED BY CITY OF HOLLYWOOD REGULATIONS. TREE REMOVAL PERMIT FEES WILL BE WAIVED.

STORAGE BUILDING

KNIGHTS CLUB ASPHALT PARKING

ACREAGE

TREE ACTION LEGEND:

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

EXTG. CONCRETE WALK

59

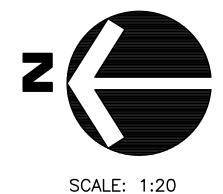
CLEAR AND GRUB EXISTING TREES AND UNDERGROWTH. SEE DEMOLITION PLAN FOR EXTENTS OF CLEARING. SELECT TREES MAY BE TAGGED FOR PRESERVATION DURING CONSTRUCTION. EXTG. CONCRETE WALK EXTG. ASPHALT WALKWAY BLOCK "C" ORANGEBROOKE GOLF ESTATES P.B. 38 P.G. | B.C.R.

SEABOARD AIR LINE RAILROAD

(SEABOARD ALL FLORIDA RAILWAY)

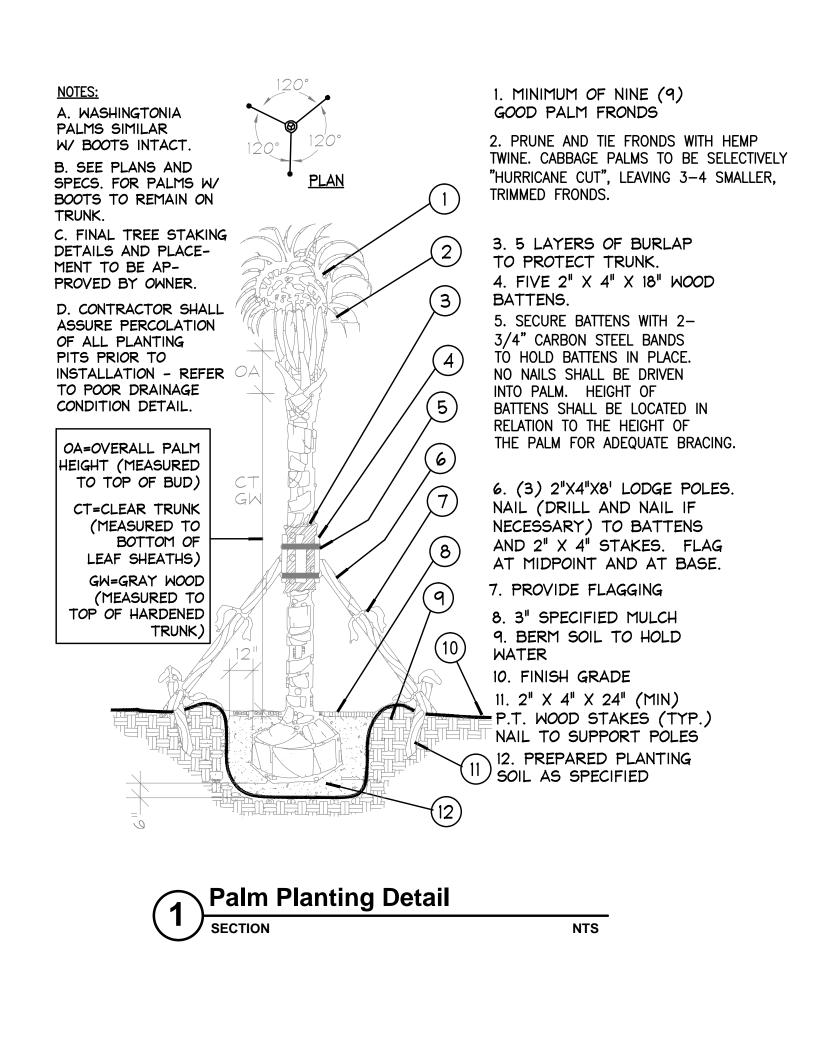
.D. NUMBER	BOTANICAL NAME	EXISTING TREE	HEIGHT	SPREAD	CALIPER (INCHES)	CONDITION	ACTION
.D. NUMBER 1	Leucaena leucocephala	WHITE LEADTREE	28'	30'	18"	CONDITION	ACTION REMAIN
2	Cocos nucifera	COCONUT PALM	28'	12'	12"	POOR	REMAIN
		COCONUT PALM	26'	18'	12"	GOOD	REMAIN
3	Cocos nucifera						REMAIN
4	Cocos nucifera	COCONUT PALM	26'	18' 40'	12"	GOOD	1
5	Delonix regia	ROYAL POINCIANA	28'	-	_		REMAIN
6	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
7	Delonix regia	ROYAL POINCIANA	28'	40'	18"	GOOD	REMAIN
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33	Delonix regia	ROYAL POINCIANA	28'	20'	8"	POOR	REMOVE
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35	Ptychosperma elegans	SOLITAIRE PALM	14'	10'	4"	FAIR	REMAIN
36	Quercus virginiana	LIVE OAK	32'	50'	24"	POOR	REMAIN
37	Syagrus romanzoffiana	QUEEN PALM	16'	10'	7"	POOR	REMOVE
38	Clusia rosea	PITCH APPLE	14'	18'	6"	POOR	REMOVE
39	Clusia rosea	PITCH APPLE	12'	10'	3"	POOR	REMOVE
40	Roystonea regia	FLORIDA ROYAL PALM	28'	30'	18"	FAIR	REMAIN
41	Quercus virginiana	LIVE OAK	32'	50'	18"	POOR	REMAIN
42	Swietenia mahogani	MAHOGANY	28'	25'	12"	POOR	REMOVE
43	Leucaena leucocephala	WHITE LEADTREE	20'	20'	22" CLUSTER	POOR	REMOVE
43	Ptychosperma elegans		16'	10'	4"	FAIR	REMOVE
		SOLITAIRE PALM			21" CLUSTER		REMOVE
45	Leucaena leucocephala	WHITE LEADTREE	18'	25'		POOR	
46	Bucida buceras	BLACK OLIVE	35'	30'	22"	FAIR	REMOVE
47	Leucaena leucocephala	WHITE LEADTREE	24'	28'	28" CLUSTER	POOR	REMOVE
48	Leucaena leucocephala	WHITE LEADTREE	22'	25'	22" CLUSTER	POOR	REMOVE
49	Podocarpus macrophyllus	PODOCARPUS	6'	4'	2"	POOR	REMOVE
50	Podocarpus macrophyllus	PODOCARPUS	6'	4'	2"	POOR	REMOVE
51	Syagrus romanzoffiana	QUEEN PALM	24'	14'	10"	GOOD	REMAIN
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54	Taxodium distichum	BALD CYPRESS	30'	20'	20"	GOOD	REMAIN
55	Lysiloma latisiliquum	WILD TAMARIND	32'	40'	32" COMBINED	GOOD	REMAIN
56	Taxodium distichum	BALD CYPRESS	28'	20'	18"	GOOD	REMAIN
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60	Bucida buceras	BLACK OLIVE	28'	25'	21"	GOOD	REMAIN
61	Bucida buceras	BLACK OLIVE	32'	26'	22"	GOOD	REMAIN
62	Bucida buceras	BLACK OLIVE	24'	18'	14"	GOOD	REMAIN
	Bucida buceras	BLACK OLIVE	23'	17'	18" COMBINED	FAIR	REMAIN
63		+			04"	FAIR	———
63 64	Bucida buceras	BLACK OLIVE	28'	22'	21"	FAIR	REMAIN
	Bucida buceras Swietenia mahogani	BLACK OLIVE MAHOGANY	28'	22'	26" COMBINED	FAIR	REMAIN

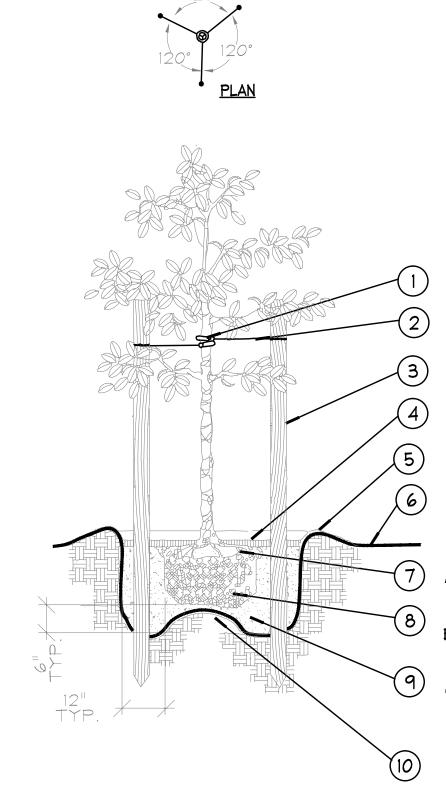
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VILLIAM DALE BRYANT

SHEET 2 OF 8

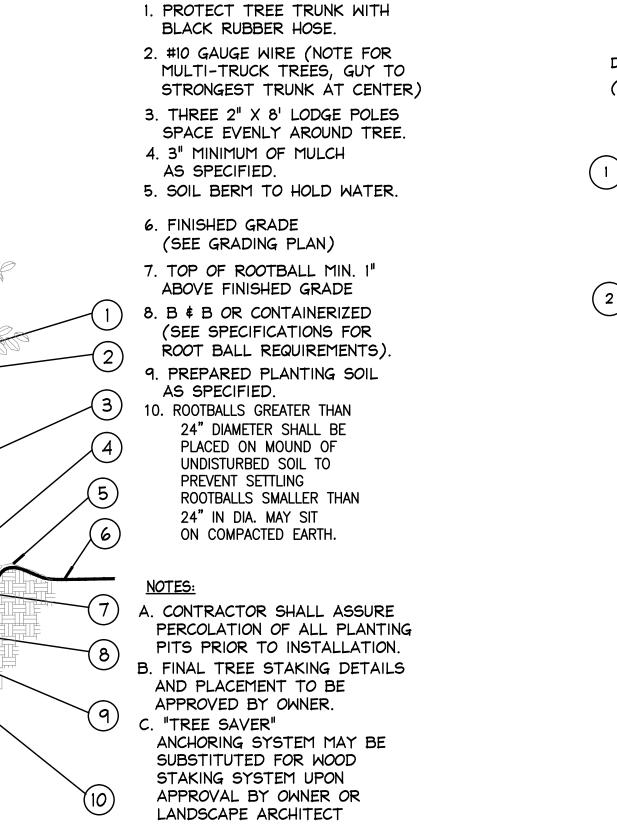




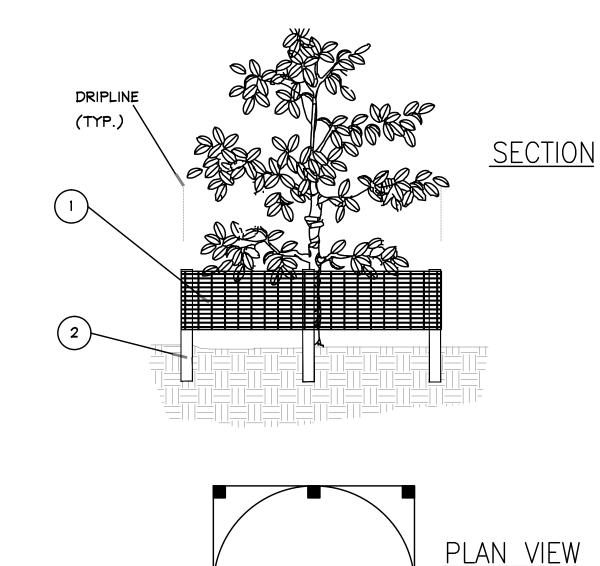
Small Tree Planting Detail

SECTION

AS SPECIFIED. 6. FINISHED GRADE AS SPECIFIED. UNDISTURBED SOIL TO PREVENT SETTLING 24" IN DIA. MAY SIT ON COMPACTED EARTH. APPROVED BY OWNER. . "TREE SAVER"



NTS



ORANGE COLOR PLASTIC UTILITY BARRIER. (2) 8' TALL METAL "T" POSTS OR 2" x 2" X 8'

24" BURIAL BELOW GRADE.

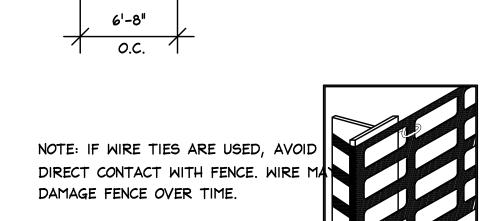
INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE FLEXIBLE FIBERGLASS ROD POSTS (AVAIL ABLE FROM CONWED PLASTICS) ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATI

PRESSURE TREATED WOOD POSTS WITH

METAL "T" POSTS OR TREATED WOOD POS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

- O. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIG OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE
- C. SPACE POSTS EVERY 6' 8'.
- D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILIABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO E USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POS

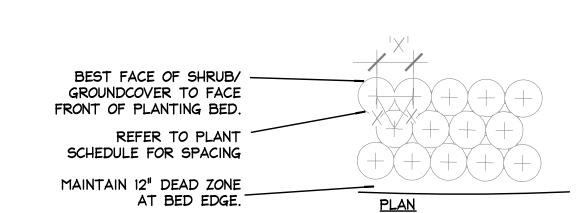


CORNER CONNECTION CONNECTION

Tree Protection Detail

SECTION

NTS



3

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED I" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.

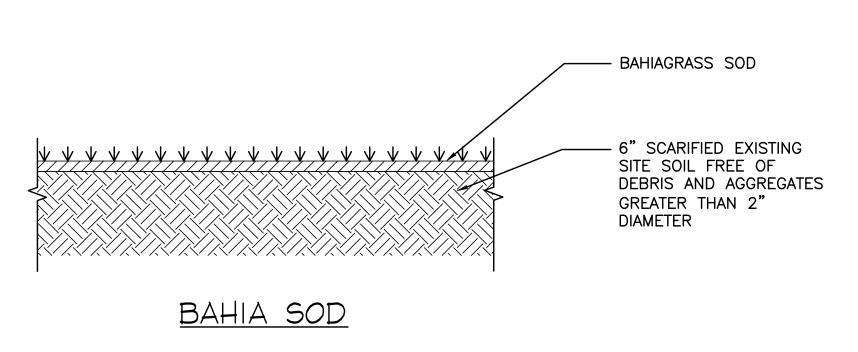
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT

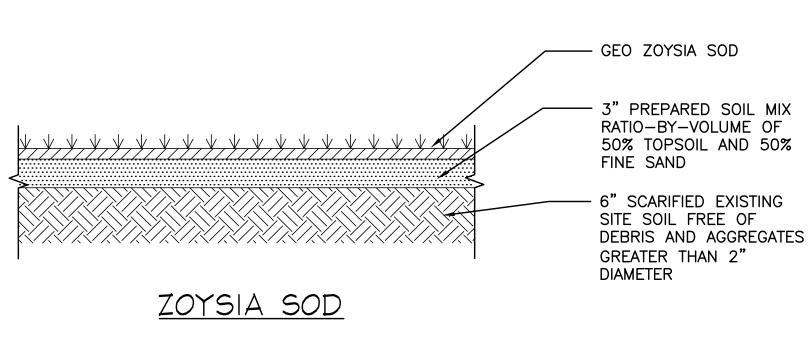
3. 3" MINIMUM MULCH

AS SPECIFIED 4. EXCAVATE ENTIRE BED SPECIFIED

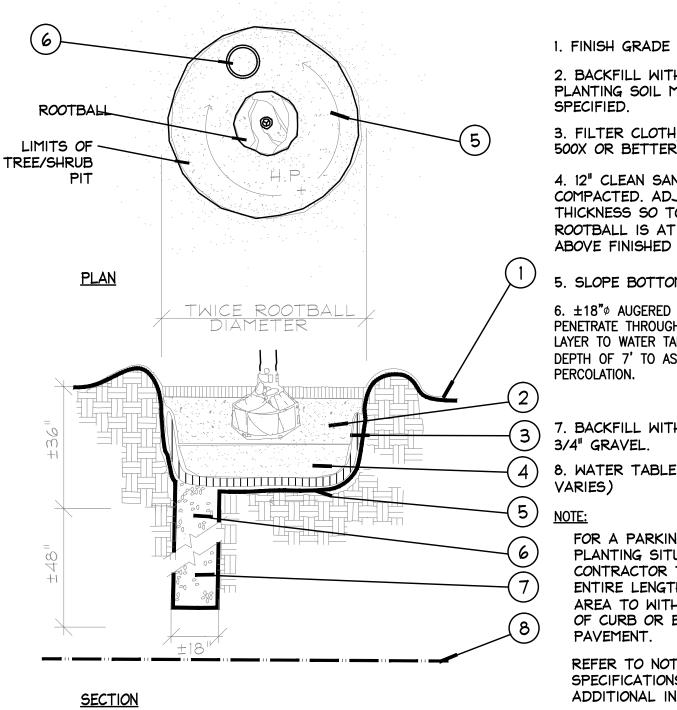
FOR GROUDCOVER BED. 5. FINISHED GRADE (SEE GRADING PLAN).

6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED. 7. SCARIFY ROOTBALL SIDES AND BOTTOM.









2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED. 3. FILTER CLOTH, MIRAFI 500X OR BETTER 4. 12" CLEAN SAND, COMPACTED. ADJUST LAYER THICKNESS SO TOP OF ROOTBALL IS AT LEAST 1 ABOVE FINISHED GRADE. 5. SLOPE BOTTOM TO DRAIN PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION. 7. BACKFILL WITH 1/2" - 3/4" GRAVEL. 8. WATER TABLE. (DEPTH VARIES) FOR A PARKING ISLAND PLANTING SITUATION, CONTRACTOR TO BACKFILL ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT. REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

Poor Drainage Detail

SECTION NTS Shrub/Groundcover Planting Detail
SECTION NTS

SECTION

WILLIAM DALE BRYAN LA6666943

4 OF 8

MEMORIAL DMAN ASE I E DSCAP TAN

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City of Hollywood, Florida Department of Public Works Engineering and Architectural

SCALE A
DESIGNED
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ISSUE DATI

PARK

SHEET

2. Work shall include maintenance and watering of all planting areas of this Contract until Certification of Acceptability by the Owner.

B. Protection of Existing Structures

All existing buildings, walks, walls, paving, piping, and other items of construction and planting already completed or established shall be protected from damage by this Contractor unless otherwise specified. All damage resulting from negligence shall be repaired or replaced to the satisfaction of the

C. Protection of Existing Plant Materials Outside Limit of Work

The Contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless operation of equipment, stockpiling of materials, etc. This shall include compaction by driving or parking inside the drip-line or the spilling of oil, gasoline, or other deleterious materials within the drip-line. No materials shall be burned where the heat will damage any plant. Trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Contractor of One Hundred Dollars (\$100) per caliper inch on an escalating scale which adds an additional twenty (20) per cent per inch over four (4) inches caliper as fixed and agreed liquidated damages. Caliper shall be measured six (6) inches above ground level for trees up to and including four (4) inches in caliper and twelve (12) inches above ground level for trees over four (4) inches in caliber.

D. Materials

1. General

Samples of materials as listed below shall be submitted for approval, on the site or as otherwise determined by the Owner. Upon approval of samples, delivery of materials may begin

MATERIALS SAMPLES one (1) cubic foot Topsoil one (1) cubic yard one (1) of each variety

2. Plant Materials

a. Plant species and size shall conform to those indicated on the drawings. Nomenclature shall conform to STANDARDIZED PLANT NAMES, Latest Edition. All nursery stock shall be in accordance with GRADES AND STANDARDS FOR NURSERY PLANTS Parts I and II, latest edition published by the Florida Department of Agriculture and Consumer Services. All plants shall be Florida Grade No. 1 or better as determined by the Florida Division of Plant Industry. All plants shall be freshly dug, sound, healthy, vigorous, well-branched and free of disease and insects, insect eggs and larvae and shall have adequate root systems. Trees for planting in rows shall be uniform in size and shape. All materials shall be subject to approval by the Owner. Where any requirements are omitted from the Plant List, the plants furnished shall be normal for the variety. Plants shall be pruned prior to delivery only upon the approval of the Owner.

b. Measurements: The height and/or width of trees shall be measured from the ground or across the normal spread of branches with the plants in their normal position. This measurement shall not include the immediate terminal growth. Plants larger in size than those specified in the Plant List may be used if approved by the Owner. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased in proportion to the size of the plant.

c. Inspection: Plants shall be subject to inspection and approval at the place of growth, or upon delivery to the site, as determined by the Owner, for quality, size, and variety; such approval shall not impair the right of inspection and rejection at the site during progress of the work or after completion for size and condition of balls or roots, latent defects or injuries. Rejected plants shall be removed immediately from the site. Notice requesting inspection shall be submitted in writing by the Contractor at least one (1) week prior to anticipated date.

E. Topsoil and Sand (Planting Medium)

Topsoil for use in preparing soil for backfilling plant pits shall be fertile, friable, and of a loamy character, without mixture of subsoil materials, and obtained from a well-drained, arable site. It shall contain three (3) to five (5) percent decomposed organic matter and shall be free from heavy clay, coarse sand, stones, lime, lumps, plants, roots or other foreign materials, or noxious weeds. It shall not contain toxic substances which may be harmful to plant growth. pH range shall be 5.0 to 7.0

Sand shall be coarse, clean, well draining native sand. Contractor shall submit results of soil tests for topsoil and sand proposed for use under this Contract for approval by the Owner.

Trees shall be planted in the existing native soil onsite unless determined to be unsuitable at which point the contractor shall contact Landscape Architect to discuss alternate recommendation prior to planting.

F. Water

Water necessary for planting and maintenance shall be of satisfactory quality to sustain an adequate growth of plants and shall not contain harmful, natural or man-made elements detrimental to plants. Water meeting the above standard shall be obtained on the site from the Owner, if available, and the Contractor shall be responsible to make arrangements for its use by His tanks, hoses, sprinklers, etc. If such water is not available at the site, the Contractor shall provide such satisfactory water from sources off the site at no additional cost to the Owner.

G. Commercial Fertilizer

Commercial fertilizer shall be a complete formula; it shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

Fifty percent (50%) of the nitrogen shall be derived from natural organic sources. The following fertilizers shall be used and applied at rates as suggested by manufacturer's specifications:

- 1. Shrubs and Trees Milorganite, or approved equal 2. Annuals and groundcovers - Osmocote/Sierra Blend 14-14-14
- 3. Sod 8-8-8 Fertilizer

In addition to surface applied fertilizers, all container grown and field grown plant material shall receive "Agriform" planting tablets 24-10-5 formula, 21 gram or equal. These tablets shall be placed at a depth 1/2 of root ball at the rate as specified by manufacturer.

H. Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement, and applied at a depth of 3 inches. Pre-approved mulch types include: pine bark nuggets, Flora Mulch, or Euacalyptus

Digging and Handling

1. Protect roots or balls of plants at all times from sun and drying winds, water and freezing, as necessary until planting. Plant materials shall be adequately packed to prevent breakage and drying out during transit. Trees transported more than ten (10) miles or which are not planted within three (3) days of delivery to site shall be sprayed with an antitranspirant product ("Wiltpruf" or equal) to minimize transpirational water loss.

2. Balled and burlapped plants (B\$B) shall be dug with firm, natural balls of soil of sufficient size to encompass the fibrous and feeding roots of the plants. No plants moved with a ball shall be planted if the ball is cracked or broken. Plants balled and burlapped or container grown shall not be handled by

3. Plants marked "BR" in the Plant List shall be dug with bare roots. The roots shall not be cut within the minimum spread specified in the Plant List. Care shall be exercised that the roots do not dry out in moving and prior to planting.

4. Protection of Palms (if applicable): Only a minimum of fronds shall be removed from the crown of the palm trees to facilitate moving and handling. Clear Trunk (CT) shall be as specified after the minimum of fronds have been removed. All palms shall be braced per detail.

5. Excayation of tree pits shall be done using extreme care to avoid damage to surface and subsurface elements such as utilities or hardscape elements, footers and prepared sub- bases.

J. Container Grown Stock

1. All container grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. The plants shall have tops which are of good quality and are in a healthy growing condition.

2. An established container grown plant shall be transplanted into a container and grown in that container sufficiently long for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. Container grown stock shall not be handled by their stems.

3. Plant roots bound in containers shall not be acceptable.

4. Substitution of non-container aroun material for material explicitly specified to be container grown will not be permitted unless written approval is obtained from the owner and Landscape Architect.

Plants collected from wild or native strands shall be considered nursery grown when they have been successfully re-established in a nursery row and grown under regular nursery cultural practices for a minimum of two (2) growing seasons and have attained adequate root and top growth to indicate full recovery from transplanting into the nursery row.

Quantities necessary to complete the work on the Drawings shall be furnished by the contractor. Quantity estimates have been made carefully, but the Landscape Architect or owner assumes no liability for omissions or errors. Should a discrepancy occur between the bidders take off and the plant list quantity, the Landscape Architect shall be notified for clarification prior to the submissions of bids.

All dimensions and/or sizes specified shall be the minimum acceptable size

N. Fine Gradina

1. Fine grading under this Contract shall consist of final finished grading of lawn and planting areas that have been rough graded by others. Berming as shown on the drawings shall be the responsibility of the Landscape Contractor, unless otherwise noted.

2. The Landscape Contractor shall fine grade the lawn and planting areas to bring the rough grade up to final finished grade allowing for thickness of sod and/or mulch depth. This Contractor shall fine grade by hand and/or with all equipment necessary including a grading tractor with front-end loader for transporting soil within the site.

3. All planting areas shall be graded and maintained to allow free flow of surface water. Areas adjacent to buildings shall slope away from the buildings.

O. Planting Procedures

1. Cleaning up before commencing work: The Contractor shall clean up work and surrounding areas of all rubbish or objectionable matter. All mortar, cement, and toxic material shall be removed from the surface of all plant beds. These materials shall not be mixed with the soil. Should the Contractor find such soil conditions beneath the soil which will in any way adversely affect the plant growth, he shall immediately call it to the attention of the Landscape Architect or Owner. Failure to do so before planting shall make the corrective measures the responsibility of the Contractor.

2. Verify locations of all utilities, conduits, supply lines and cables, including but not limited to: electric, gas (lines and tanks), water, sanitary sewer, stormwater lines, cable and telephone. Properly maintain and protect existing utilities.

3. Subgrade Excavation: Site Contractor is responsible to remove all existing and imported limerock and limerock sub-base from all landscape planting areas to a minimum depth of 36". Site Contractor is responsible to backfill these planting areas to rough finished grade with clean topsoil from an on-site source or an imported source. If limerock or other adverse conditions occur in planted areas after 36" deep excavation by Site Contractor, and positive drainage can not be achieved, Landscape Contractor shall utilize planting detail that addresses poor drainage.

4. Furnish nursery's certificate of compliance with all requirements as herein specified and required. Inspect and select plant materials before plants are dug at nursery or growing site.

5. General: Comply with applicable Federal, State, County, and local regulations governing landscape materials and work. Conform to accepted horticultural practices as used in the trade. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. Plants shall not remain unprotected for a period exceeding twenty-four (24) hours. At all times workmanlike methods customary in good horticultural practices shall be exercised.

6. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability of water and proper location of irrigation items and plants.

7. All planting pits shall be excavated to size and depth in accordance with the USA Standard for Nursery Stock 260.1, unless shown otherwise on the drawings, and backfilled with the prepared Planting Soil as specified hereinbefore (Section E). Test all tree pits with water before planting to assure proper drainage percolation is available. No allowance will be made for lost plants due to improper drainage. If poor drainage exists, utilize planting detail that addresses this condition. Trees shall be set plumb and held in position until the plantina mixture has been flushed into place with a slow, full hose stream. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman. Proper "jetting in" shall be assured to eliminate air pockets around the roots. "Jet Stick" or equal is recommended

8. Take all necessary precautions to avoid damage to buildings and building structures while installing

9. Soil mixture shall be as specified in Section E of these specifications. In addition, each planting pit shall receive 21-gram "Agriform" planting tablets per manufacturer's specifications or as follows:

- Two (2) tablets per 1 gal. plant
- Three (3) tablets per 3 gai. plant
- Four (4) tablets per 10 gal. plant - Larger Material - two (2) tablets per 1/2" of trunk caliper

10. Trees and shrubs shall be set straight and at such a level that after settlement, the plant crown will stand one (1) to two (2) inches above grade. Each plant shall be set in the center of the pit. Planting soil mixture shall be backfilled and thoroughly tamped around the ball and shall be settled by water after

11. Fill hole with soil mixture, making certain all soil is saturated. To do this, fill hole with water and allow to soak minimum twenty (20) minutes, stirring if necessary to get soil thoroughly wet. Pack lightly with feet. Add more wet soil mixture. Do not cover top of ball with soil mixture, only with mulch. All burlap, rope, wires, etc., shall be removed from the sides and tops of balls, but no burlap

12. Prunina: Each tree shall be pruned to preserve the natural character of the plant as shown on the drawings. All soft wood or sucker growth and all broken or badly damaged branches shall be removed

13. Shrubs and ground cover plants shall be evenly spaced in accordance with the drawings and as indicated on the Plant List. Cultivate all planting areas to a minimum depth of 6", remove and dispose all debris. Till into top 4" the planting soil mix as specified in Section E. Thoroughly water all plants after installation.

14. Tree guying and bracing shall be installed by the Landscape Contractor in accordance with the plans to insure stability and maintain trees in an upright position. If the Landscape Contractor and Owner decide to waive the tree guying and bracing, the Owner shall notify the Landscape Architect in writing of their intentions and agree to hold harmless the

15. Mulching: Provide a three (3) inch minimum layer of specified mulch over the entire area of each shrub bed, ground cover and vine bed and tree pit.

Landscape Architect in the event any trees fall down and damage person or property.

16. Herbicide Weed Control: All plant beds shall be kept free of noxious weeds until final acceptance of work. If directed by the Owner, "Round-Up" shall be applied for weed control by qualified personnel to all planting areas in spot applications per manufacturer's precautions and specifications. Prior to final inspection, treat all planting beds with an approved pre-emergent herbicide at an application rate recommended by the manufacturer.

P. Lawn Sodding

1. The work consists of lawn bed preparation, soil preparation, and sodding complete, in strict accordance with the specifications and the applicable drawings to produce a grass lawn acceptable to the Owner.

2. Lawn Bed Preparation: All areas that are to be sodded shall be cleared of any rough grass, weeds, and debris, and the ground brought to an even grade. The whole surface shall be rolled with a roller weighing not more than one-hundred (100) pounds per foot of width. During the rolling, all depressions caused by settlement of rolling shall be filled with additional soil, and the surface shall be regraded and rolled until presenting a smooth and even finish that is up to the required grade.

3. Soil Preparation: Prepare loose bed four (4) inches deep. Apply fertilizer at rate of twenty (20) pounds per one thousand (1000) square feet. Application shall be uniform, utilizing approved mechanical spreaders. Mix fertilizer thoroughly with the soil to a depth of three (3) inches. Hand rake until all bumps and depressions are removed. Wet prepared area thoroughly.

4. Sodding

The Contractor shall sod all areas that are not payed or planted as designated on the drawings within the contract limits, unless specifically noted otherwise.

The sod shall be certified to meet Florida State Plant Board Specifications, absolutely true to variety type, and free from weeds, fungus, insects and disease of any kind.

Sod panels shall be laid tightly together so as to make a solid sodded lawn area. Sod shall be laid uniformly against the edges of all curbs and other hardscape elements, paved and planted areas. Adjacent to buildings, a four inch mulch strip shall be provided. Immediately following sod laying, the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly irrigated. If, in the opinion of the Owner, top-dressing is necessary after rolling to fill the voids between the sod panels and to even out inconsistencies in the sod, clean sand as approved by the Landscape Architect or Owner shall be uniformly spread over the entire surface of the sod and thoroughly watered in.

5. During delivery, prior to and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked so as not to be damaged by sweating or excessive heat and moisture.

6. Lawn Maintenance:

Within the contract limits, the Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and re-sodding of all eroded, sunken or bare spots until Certification of Acceptability by the Landscape Architect or Owner. Repaired sodding shall be accomplished as in the original work (including regrading if necessary).

Water every day for ten (10) successive days, then water three (3) times per week (at even intervals for two (2) additional weeks. All watering shall be of sufficient quantity to wet or restore water to depth of four (4) inches.

Q. Clean-up

Upon completion of all planting work and before final acceptance, the Contractor shall remove all material, equipment, and debris resulting from his work. All payed areas shall be broom cleaned and the site left in a neat and acceptable condition as approved by the Owner's Authorized Representative.

R. Plant Material Maintenance

All plants and planting included under this Contract shall be maintained by watering, cultivating, spraying, and all other operations (such as re-staking or repairing guy supports) necessary to insure a healthy condition by the Contractor until Certification of Acceptability by the Landscape Architect or Owner. Maintenance after the Certification of Acceptability shall be in accordance with the specifications in this section. Contractors are requested to provide a bid estimate to cover landscape and irrigation maintenance for a period of 90 calendar days commencing after acceptance.

S. Guarantee

1. The life and satisfactory condition of all plant material (except sod) installed by the Landscape Contractor shall be guaranteed by the Contractor for a minimum of one (1) calendar year commencing at the time of Certification of Acceptability by the Landscape Architect or Owner.

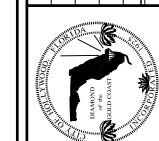
2. The life and satisfactory condition of sod installed by the Landscape Contractor shall be guaranteed by the Contractor for a minimum of 90 calendar days, commencing at the time of Certification of Acceptability by the Landscape Architect or Owner.

3. Replacement: Any plant not found in a healthy growing condition at the end of the guarantee period shall be removed from the site and replaced as soon as weather conditions permit. All replacements shall be plants of the same kind and size as specified in the Plant List. They shall be furnished planted and mulched as specified under "Planting", at no additional cost to the Owner.

4. In the event the owner does not contract with the Contractor for landscape (and irrigation) maintenance, the Contractor is encouraged to visit the project site periodically during the one year warranty period to evaluate maintenance procedures being performed by the Owner, and shall notify the owner in writing of maintenance procedures or conditions which threaten vigorous and health plant growth. It is suggested such site visits shall be conducted a minimum of once per month for a period of twelve (12) months from the date of acceptance.

T. Final Inspection and Acceptance of Work

Final inspection at the end of the guarantee period shall be on planting, construction and all other incidental work pertaining to this Contract. Any replacement at this time shall be subject to the same one (1) year guarantee (or as specified by the Landscape Architect or Owner in writing) beginning with the time of replacement and ending with the same inspection and acceptance herein described.



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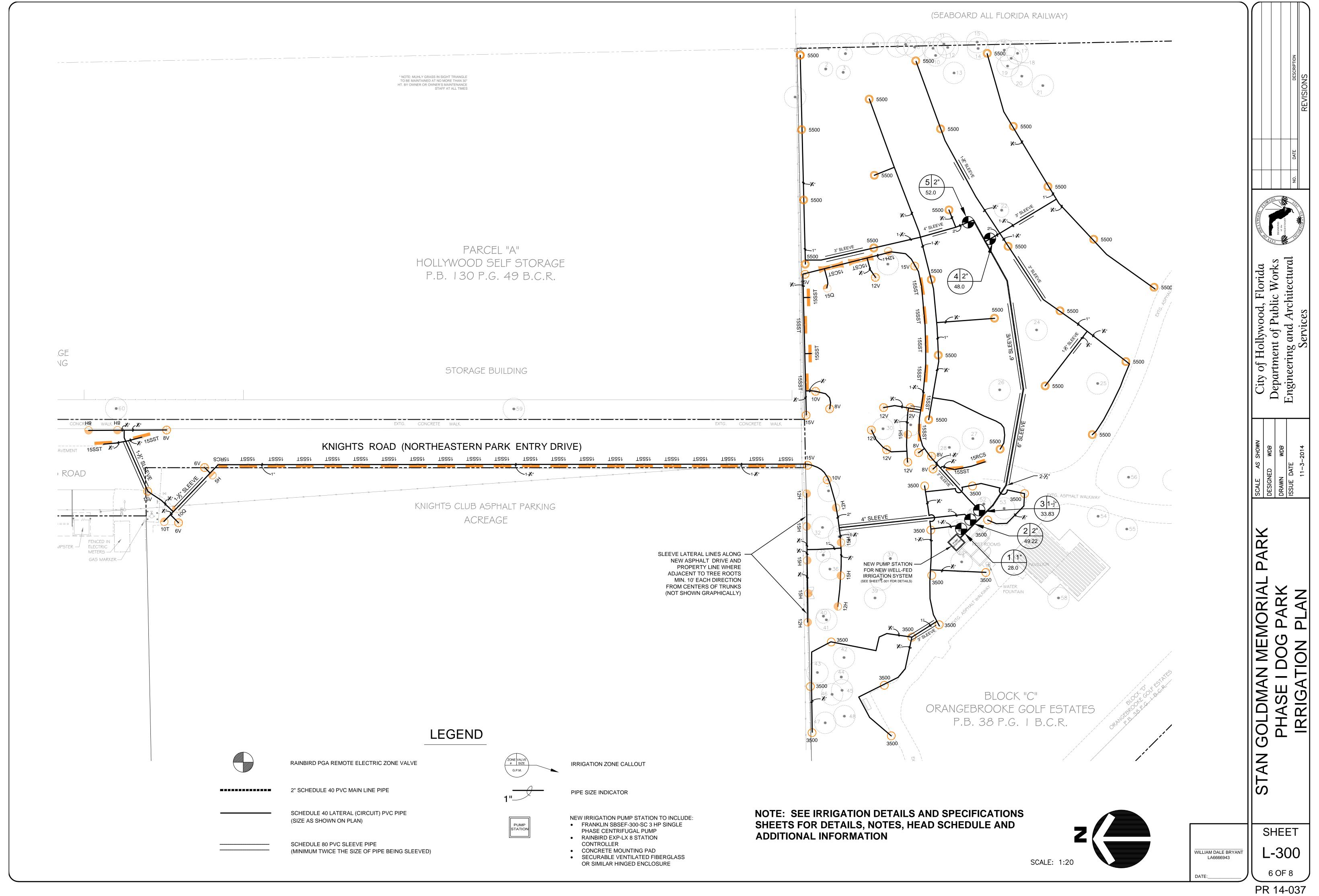
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RAINBIRD 1806 PRS OR 1812 PRS (SEE CRITERIA IN NOTES) WITH 15RCS STRIP SERIES SPRAY NOZZLE

RAINBIRD 1806 PRS OR 1812 PRS (SEE CRITERIA IN NOTES) WITH 15SST STRIP SERIES SPRAY NOZZLE

RAINBIRD 1806 PRS OR 1812 PRS (SEE CRITERIA IN NOTES) WITH 9SST STRIP SERIES SPRAY NOZZLE

HUNTER I-20-06-SS ROTOR (USE BLUE NOZZLES FOR STANDARD AREAS, BLACK FOR LOW RADIUS)

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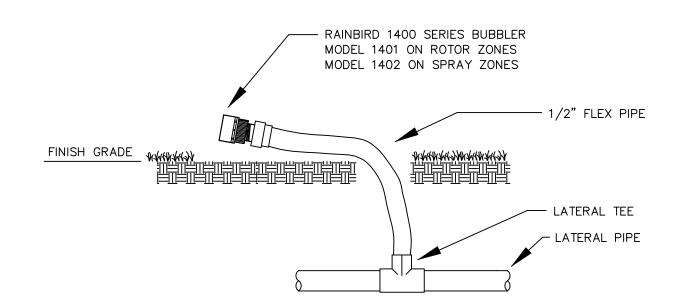
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RAINBIRD 1812 SPRINKLER TRENCHING DETAIL

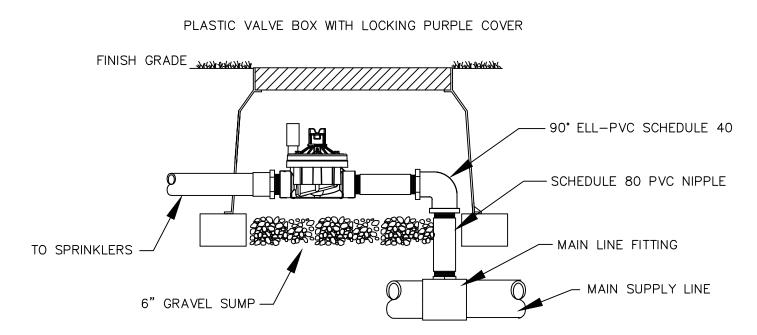
- PVC IRRIGATION

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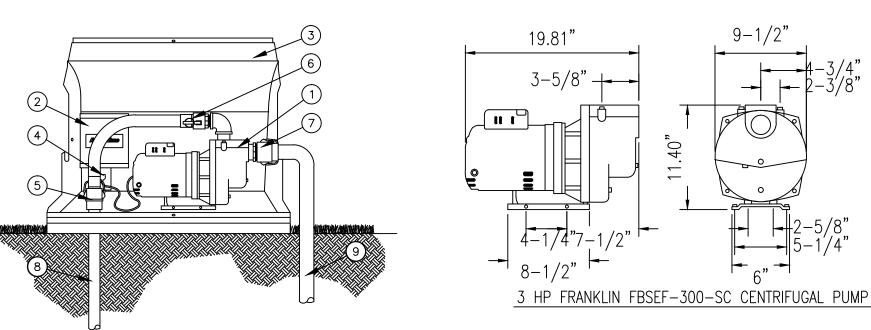
RAINBIRD 1400 SERIES BUBBLER

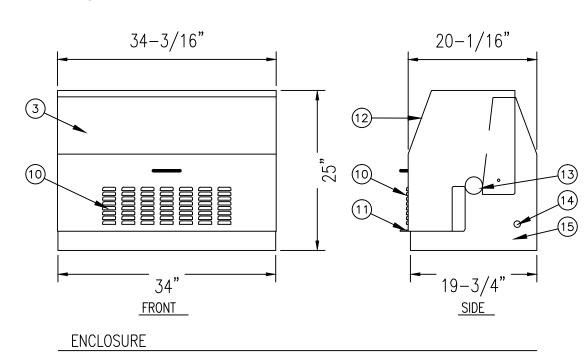
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RAINBIRD PESB-R SERIES CONTROL VALVE

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- (1) FRANKLIN ELECTRIC FBSEF SELF-PRIMING, 3 HP SINGLE PHASE
- CENTRIFUGAL IRRIGATION PUMP

 (2) ESP-LX 8 STATION CONTROLLER (ALTERNATIVE IS TO MOUNT AT EXTERIOR RESTROOM WALL IN STAINLESS STEEL RAINBIRD ENCLOSURE)
- (3) VENTILATED SECURABLE ENCLOSURE
- (4) 230 VOLT MAIN POWER PLUG WITH QUICK DISCONNECTING PIGGY-TAIL
- 5) 2" PVC ADAPTER 6) QUICK DISCONNECTING COUPLING

7) QUICK DISCONNECTING COUPLING

- (8) 2" DISCHARGE LINE
- (9) 2" SUCTION LINE
- (10) COOLING LOUVRES
-) PADLOCK HASP
- 2) ENCLOSURE TOP COVER
- (13) INTAKE/DISCHARGE HOLE (BOTH SIDES)
- (14) Ø1" KNOCK OUT FOR 3/4" CONDUITS (BOTH SIDES)
- (15) ENCLOSURE BASE

3 HP PUMP STATION AND ENCLOSURE

NTS

GENERAL NOTES:

- 1. CONTRACTOR TO VISIT SITE AND REVIEW PLANS PRIOR TO SUBMITTING A PROPOSAL TO OWNER. CONTRACTOR SHALL VERIFY SITE INFORMATION, AND BRING ANY DISCREPANCIES WITHIN THE PLANS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO SUBMITTING A
- 2. THESE PLANS WERE PREPARED BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF DESIGN.
- 3. CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITIES BEFORE WORK COMMENCES AND SHALL PROTECT ALL UNDERGROUND/ABOVE GROUND UTILITIES AND EXISTING CONDITIONS TO REMAIN DURING CONSTRUCTION.
- 4. THIS PLAN NOT COMPLETE WITHOUT ALL IRRIGATION SHEETS IN SET INCLUDING THIS IRRIGATION PLAN AND IRRIGATION DETAILS.
- 5. IRRIGATION SYSTEM WILL BE A PUMP WELL-FED SYSTEM WITH A DRILLED WELL WATER SOURCE. PUMP SYSTEM TO BE RELAY START TYPE WITH OVERLOAD CIRCUIT PROTECTION, CONSTANT PRESSURE REGULATOR AND FLOW METER. SEE DETAILS PAGE FOR MORE INFORMATION.
- 6. IRRIGATION CONTRACTOR TO COORDINATE WITH MEP ENGINEER AND GENERAL CONTRACTOR TO COORDINATE POWER NEEDS FOR IRRIGATION PUMP AND ELECTRONIC CONTROLLER. THIS MUST BE DONE BEFORE PROJECT CONSTRUCTION BEGINS SO PROPER CALCULATIONS CAN BE DETERMINED AND PROPER INFRASTRUCTURE FOR IRRIGATION AND ELECTRICAL REQUIREMENTS ARE PROVIDED BEFORE PAVING OCCURS. AS PART OF THE SCOPE OF THIS WORK, IRRIGATION CONTRACTOR SHALL PROVIDE SYSTEM COMPLETE AS SPECIFIED HEREIN, AND AS REQUIRED FOR PROPER PERFORMANCE TO PROVIDE 100% (HEAD-TO-HEAD) IRRIGATION COVERAGE OF ALL PERVIOUS PLANTED AREAS INDICATED TO RECEIVE IRRIGATION ON PLAN.
- 7. THE SCOPE OF WORK INTENDED WHEN BIDDING ON THESE IRRIGATION PLANS IS TO PROVIDE A COMPLETE, COMPLIANT, SAFE, FULLY-OPERATIONAL, INSTALLED IRRIGATION SYSTEM ACCORDING TO THE DESIGNED IRRIGATION SYSTEM HEREIN. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL COMPONENTS, APPROVALS, AND WORKMANSHIP TO MAKE THE SYSTEM FUNCTION
- 8. ALL PIPE BENEATH PAVING SHALL BE PLACED INSIDE OF A SLEEVE. SLEEVING SHALL BE SCHEDULE 80 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN THE SUPPLY LINE(S) CONTAINED. ALL SLEEVES SHALL BE INSTALLED SO THAT TOP OF PIPE IS A MIN. OF 12" BELOW FINISHED GRADE OF PAVEMENT OR AS REQUIRED BY CODE.
- 9. ALL AUTOMATIC RAINBIRD VALVES SHALL BE INSTALLED IN A FIBERGLASS BOX AND SHALL BE ARRANGED FOR EASY ADJUSTMENT AND ACCESS. THE FLOW ADJUSTMENT FEATURE OF EACH VALVE SHALL BE UTILIZED TO BALANCE OPERATING PRESSURES THROUGHOUT THE SYSTEM. VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE AND SHALL INSURE PERCOLATION THROUGH THE BOX.
- 10. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS OR RESTRICTIONS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLERS SPECIFIED.
- 11. IRRIGATION PLAN IS SCHEMATIC. IRRIGATION CONTRACTOR TO ADJUST TO FIELD CONDITIONS AND INACCURACIES THAT ARE INHERENT WITH DRAWINGS AT 1:20' SCALE. IRRIGATION CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT FOR ANY SUBSTANTIAL CHANGES THAT WOULD NOT CONFORM TO THE INTENT OF THE IRRIGATION PLANS. NO SUBSTITUTIONS IN MANUFACTURER MATERIALS WILL BE ACCEPTED UNLESS ACCEPTED IN WRITING BY THE CITY LANDSCAPE ARCHITECT PRIOR TO ORDERING, PLANNING, OR INSTALLATION.
- 12. ALL MAIN AND LATERAL PIPING RUNS TO HAVE SOLVENT WELD JOINTS.
- 13. USE RAINBIRD ESP-LX SERIES 8-STATION OUTDOOR WALL MOUNT CONTROLLER. MOUNT TO EXTERIOR WALL OF EXISTING RESTROOM STRUCTURE IN SECURABLE RAINBIRD STAINLESS STEEL ENCLOSURE OR INSIDE OF NEW PUMP STATION ENCLOSURE.
- 14. SYSTEM WAS DESIGNED BASED ON ASSUMPTION OF A SHALLOW WATER WELL WITH NO MORE THAN 30' HEAD; PRESSURE LOSS CALCULATED THROUGH HORIZONTAL PIPE RUN LENGTHS, ZONE VALVES AND FITTINGS; AND DESIGNED FLOW RAT OF THE LARGEST IRRIGATION ZONE. SHOULD THESE CONDITIONS NOT BE ACCURATE DURING CONSTRUCTION, NOTIFY CITY IMMEDIATELY SO DESIGN ADJUSTMENTS CAN BE MADE.
- 15. IRRIGATION CONTRACTOR TO PROVIDE CITY WITH AN AS-BUILT DRAWING, IF DIFFERENT FROM IRRIGATION PLAN, THAT SHOWS THE LOCATION OF PIPE RUNS AND SLEEVES BENEATH PAVEMENT, AND ANY OTHER CHANGES OR MODIFICATIONS THAT MAY ASSIST THE

CITY STAFF IN MAINTAINING THE SYSTEM IN THE FUTURE.

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IRRIGATION MAIN

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- (1) TRENCHING AND BACKFILL
- (2) INSTALL AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM COMPLETE (3) TESTING OF ALL SYSTEMS TO VERIFY THAT THEY ARE OPERATING CORRECTLY
- (4) PREPARATION OF "AS-BUILT" DRAWINGS IF DEVIATED FROM PLANS
- (5) PROVIDE NEW DRILLED, CASED, AND SCREEN-PROTECTED WELL SOURCE FOR IRRIGATION WATER CAPABLE OF SUPPLYING MIN. 60 GPM @ 5 fps FOR 2 HOURS CONTINUOUS

B. GENERAL:

- 1. PERMITS AND FEES: CONTRACTOR TO OBTAIN ANY PERMITS AND PAY REQUIRED FEES TO GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK. INSPECTIONS REQUIRED BY LOCAL ORDINANCES DURING THE COURSE OF CONSTRUCTION SHALL BE ARRANGED BY THE CONTRACTOR AS REQUIRED. UPON COMPLETION OF THE WORK, CONTRACTOR SHALL FURNISH DOCUMENTATION, TO THE SATISFACTION OF THE PROJECT MANAGER, THAT ALL WORK HAS BEEN INSTALLED IN ACCORDANCE
- WITH THE PLAN SET, ORDINANCES AND CODE REQUIREMENTS. 2. APPROVAL: WHEREVER THE TERMS "APPROVE" OR "APPROVED" ARE USED IN THE SPECIFICATIONS, THEY SHALL MEAN THE APPROVAL OF THE CITY PROJECT MANAGER IN WRITING, EXCEPT WHERE OTHERWISE NOTED.
- 3. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD BETWEEN THE CONTRACTOR AND THE CITY PROJECT MANAGER CONCERNING THE WORK UNDER THIS CONTRACT PRIOR TO COMMENCEMENT OF ANY WORK.
- 4. COORDINATION: THE IRRIGATION CONTRACTOR SHALL COORDINATE AND COOPERATE WITH OTHER CONTRACTORS ON THE PROJECT SITE TO ENABLE THE WORK TO PROCEED AS RAPIDLY AND EFFICIENTLY AS POSSIBLE, AND TO COORDINATE CRITICAL ITEMS THAT NEED TO BE ADDRESSED AS PART OF THESE PLANS.
 - A. THE IRRIGATION CONTRACTOR SHALL ACQUAINT HIMSELF WITH ALL CONDITIONS AT THE PROJECT SITE. SUBMISSION OF HIS PROPOSAL TO PERFORM THE WORK SHALL BE CONSIDERED EVIDENCE THAT THE EXAMINATION HAS BEEN CONDUCTED. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATIONS, CONTRACTOR SHALL PROMPTLY NOTIFY THE CITY PROJECT MANAGER FOR INSTRUCTION. FAILURE TO NOTIFY THE OWNERS WILL MAKE CONTRACTOR LIABLE FOR ANY AND ALL DAMAGE THERETO ARISING FROM HIS OPERATIONS SUBSEQUENT TO DISCOVERY OF SUCH UTILITIES NOT SHOWN IN PLANS.
- THE IRRIGATION PLAN IS DIAGRAMMATIC. THE IRRIGATION CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS IN THE LAYOUT AS MAY BE REQUIRED TO COMPENSATE FOR SITE CONDITIONS AT HIS SOLE EXPENSE. FOR GRAPHICAL CLARITY, HEADS AND LINES MAY NOT BE SHOWN IN TRUE, SCALED LOCATIONS VERIFY THAT NO CONFLICTS EXIST WITH PUMP STATION LOCATION IN FIELD AND ADJUST AS NECESSARY TO AVOID CONFLICT AND AS APPROVED BY THE CITY PROJECT MANAGER.
- 5. PROTECTION OF EXISTING PLANTS AND SITE CONDITIONS: THE IRRIGATION CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT NEW AND EXISTING SITE ELEMENTS AND IMPROVEMENTS. THE IRRIGATION CONTRACTOR SHALL FULLY REPAIR ALL DAMAGES TO THE PROJECT SITE CAUSED BY HIS OPERATION AT HIS SOLE EXPENSE TO THE SATISFACTION OF THE CITY PROJECT MANAGER.
- 6. THE CITY RESERVES THE RIGHT TO SUBSTITUTE. ADD. OR DELETE ANY MATERIAL OR WORK AS THE WORK PROGRESSES. ADJUSTMENTS TO THE CONTRACT PRICE SHALL BE NEGOTIATED, IF DEEMED NECESSARY, BY THE CITY PROJECT MANAGER ON A CASE-BY-CASE BASIS.
- 7. THE CITY PROJECT MANAGER RESERVES THE RIGHT TO REJECT ALL WORK OR MATERIALS THAT DO NOT CONFORM TO THE PLANS AND CONTRACT DOCUMENTS. REJECTED WORK OR MATERIAL SHALL BE REMOVED AND CORRECTED BY THE IRRIGATION CONTRACTOR PER THE CONTRACT DOCUMENTS AT THE TIME DIRECTED BY THE CITY PROJECT MANAGER.
- 8. WORK SCHEDULE: WITHIN 10 DAYS AFTER AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE CITY A WORK SCHEDULE.
- 9. "AS-BUILT" IRRIGATION DRAWINGS: THE IRRIGATION CONTRACTOR SHALL PREPARE "AS-BUILT" DRAWINGS, IN A REPRODUCTIVE FORMAT, THAT SHOWS THE LOCATIONS, SIZES, AND FINAL CONFIGURATIONS OF THE IRRIGATION SYSTEM COMPONENTS. LOCATION OF IRRIGATION SYSTEM COMPONENTS WILL BE DEFINED BY A MINIMUM OF TWO DIMENSIONS FROM PERMANENT REFERENCE POINTS ON THE SITE. "AS-BUILT" DRAWINGS WILL INDICATE THE SIZE, MATERIAL AND MANUFACTURER'S NAME, CATALOG AND NUMBER FOR SYSTEM COMPONENTS WITH REFERENCES TO SUBSTITUTIONS, IF APPLICABLE, THAT WERE APPROVED IN WRITING BY THE CITY PROJECT MANAGER. THE "AS-BUILT" DRAWINGS SHALL BE
- DELIVERED BEFORE FINAL ACCEPTANCE OF WORK. 10. FINAL ACCEPTANCE: FINAL ACCEPTANCE OF THE WORK MAY BE OBTAINED FROM THE CITY PROJECT MANAGER UPON THE SATISFACTORY COMPLETION OF ALL WORK. FINAL ACCEPTANCE DOCUMENTS SHALL INCLUDE COPIES OF ANY WRITTEN APPROVALS FOR ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM MATERIALS HEREIN.
- 11. GUARANTEE: WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP. THE GUARANTEE SHALL ALSO COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL. WORKMANSHIP, EQUIPMENT AND TO THE SATISFACTION OF THE CITY. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY, AND CONTRACTOR SHALL

BEAR ALL ASSOCIATED COSTS. ALL MATERIALS THAT CARRY EXTENDED MANUFACTURER'S WARRANTIES SHALL EXTEND BEYOND THE ONE-YEAR PERIOD AND FOR THE FULL TIME OFFERED BY THE MANUFACTURER, BUT CONTRACTOR MAY NOT BE RESPONSIBLE FOR THE WORK INVOLVED WITH REPLACEMENT OR REPAIR AS PART OF THIS CONTRACT.

C. MATERIALS:

- 1. GENERAL: ALL MATERIALS THROUGHOUT THE IRRIGATION SYSTEM SHALL
- BE NEW AND IN UNDAMAGED, FULLY OPERABLE CONDITION. 2. PVC PIPING: ALL MAIN LINE PIPE SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELD CONNECTIONS
- LATERAL (CIRCUIT) PIPE SHALL BE SCHEDULE 40 PVC PIPE WITH SOLVENT WELD JOINTS. PVC PIPE SHALL BE NSF APPROVED TYPE 1, GRADE 1 PVC COMPOUND CONFORMING TO ASTM D1785 AS MANUFACTURED BY SPEARS, LASCO, OR EQUAL. WELL PIPING SHALL BE BASED ON TYPE OF WELL SELECTED AND CONDITIONS OF UNDERLYING SOILS AND AGGREGATES.
- 3. PLASTIC FITTINGS: SCH. 40 POLYVINYL CHLORIDE
- (PVC), AS MANUFACTURED BY SPEARS, LASCO, OR EQUAL. 4. SOLVENT CEMENT: MANUFACTURED FOR PVC PIPE PLUMBING AND IRRIGATION USES, OF PROPER CONSISTENCY (NON-VISCOUS
- AND NO GELLING), AND COLOR. 5. PVC PRIMER: USE A COLORED, PVC PRIMER FOR SOLVENT WELD CONNECTIONS PRIOR TO SOLVENT WELD
- APPLICATION AND ACCORDING TO MANUFACTURER'S SPECIFICATIONS. AUTOMATIC CONTROLLER: RAINBIRD ESP-LX 8 STATION EXPANDABLE CONTROLLER. CONTROL WIRING: 600 VOLT UF-LIL COPPER WIRE APPROVED FOR
- DIRECT BURIAL APPLICATIONS. MINIMUM WIRE SIZE: 14 GAUGE. 8. SLEEVES FOR PIPING AND CONTROL WIRING: SCH. 80 POLYVINYL CHLORIDE (PVC) PIPE. SIZES AS SHOWN ON PLANS, OR MINIMUM
- OF TWICE DIAMETER OF PIPE INSIDE SLEEVE. 9. SPRINKLER HEADS: RAINBIRD SPRINKLER HEADS AND NOZZLES AS SPECIFIED.
- SEE SPRINKLER HEAD AND LEGEND ON IRRIGATION DETAILS PAGE 10. MANUAL VALVES: MANUAL VALVES SHALL BE INSTALLED BETWEEN MAIN LINE AND AUTOMATIC ZONE VALVES FOR MAINTENANCE, REPAIR, AND MAIN LINE PRESSURE TESTING. BALL OR GATE VALVES SHALL BE MIN. OF LINE SIZE (SIZE SPECIFIED ON OUTPUT SIDE OF ZONE VALVE), AND SHALL HAVE BRASS INTERNAL COMPONENTS.
- 11. PUMP STATION: NEW PUMP STATION WILL BE A CENTRIFUGAL END SUCTION TYPE 3HP SELF-PRIMING COMMERCIAL GRADE PUMP MOUNTED ON A 4" THICK CONCRETE PAD AND ENCLOSED IN A FIBERGLASS OR SIMILAR VENTILATED AND SECURABLE ENCLOSURE RESISTANT TO OXIDATION AND UV RAYS. PUMP STATION SHALL INCLUDE ALL NECESSARY ELECTRICAL CONNECTIONS AND COMPONENTS, EITHER INTERNAL OR EXTERNAL, INCLUDING SPIKE/SURGE PROTECTION, OVERHEAT PROTECTION, RELAY PUMP START (IF NOT SUFFICIENT FROM RAINBIRD CONTROLLER), CONSTANT PRESSURE REGULATION, FLOW METER, AND AN IN-GROUND WELL DRILLED WELL, STRAINER TYPE TUBE WELL OR SLOTTED TYPE TUBE WELL AS CONDITIONS MAY DICTATE, AND ALL RELATED COMPONENTS COMPLETE. NEW PUMP STATION WILL BE, AND INCLUDE COMPONENTS AND MATERIALS FOR, COMMERCIAL USE AND CAPABLE OF SUPPLYING WATER FOR IRRIGATION FROM A WELL SOURCE AT THE VOLUME AND PRESSURE TO THE PROPOSED IRRIGATION SYSTEM ON THE IRRIGATION PLANS. THE REQUIRED PUMP STATION PERFORMANCE SHALL PROVIDE CONTINUOUSLY:
 - A. DISCHARGE PRESSURE OF 65 PSI, B. MAXIMUM REQUIRED FLOW OF 55 GPM, AND
- C. MINIMUM REQUIRED FLOW OF 25 GPM. 12. CHECK VALVE: A CHECK VALVE SHALL BE INSTALLED BETWEEN SUCTION LINE AND PUMP INTAKE TO PREVENT LOSS OF PRIME AND DOWNWARD WATER MIGRATION INTO THE WELL. INSTALL PER PUMP MANUFACTURER'S SPECIFICATIONS.

D. WORKMANSHIP:

- 1. LAY OUT WORK AS ACCURATELY AS POSSIBLE AS DEPICTED ON THE DRAWINGS. ADJUST LAYOUT FOR EFFICIENCY AND ACCURACY IN THE FIELD AS SHOWN DIAGRAMMATICALLY ON PLAN.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL AREAS SHOWN TO RECEIVE IRRIGATION ON THE PLANS. THE IRRIGATION PLANS ARE DIAGRAMMATIC, HOWEVER SPACING CALCULATIONS WERE PROVIDED TO PRODUCE 100%, HEAD-TO-HEAD IRRIGATION COVERAGE. THE IRRIGATION CONTRACTOR SHALL MAKE APPROVED ADJUSTMENTS IN SYSTEM COMPONENTS AND LAYOUT TO COMPENSATE FOR PROJECT SITE CONDITIONS, AND SHALL BEAR ALL COSTS.
- 3. ANY MAJOR REVISIONS TO THE IRRIGATION SYSTEM OR SUBSTITUTION OF MODEL OR MANUFACTURER OF COMPONENTS MUST BE APPROVED IN WRITING BY THE PROJECT MANAGER PRIOR TO COMMENCEMENT OF WORK.

E. INSTALLATION:

- 1. EXCAVATION AND TRENCHING:
 - A. PERFORM ALL EXCAVATIONS AS REQUIRED FOR THE INSTALLATION OF THE WORK INCLUDED UNDER THIS SECTION, INCLUDING SHORING OF EARTH BANKS TO PREVENT CAVE-INS. RESTORE ALL SURFACES, EXISTING UNDERGROUND INSTALLATIONS, ETC., TO A COMPARABLE PRE-DAMAGE CONDITION, SUBJECT TO APPROVAL BY THE CITY PROJECT MANAGER.
 - B. TRENCHES SHALL BE MADE WIDE ENOUGH TO ALLOW A MINIMUM OF 6 INCHES BETWEEN PARALLEL PIPE LINES. TRENCHES FOR PIPE LINES SHALL BE MADE OF SUFFICIENT DEPTHS TO PROVIDE THE MINIMUM COVER FROM FINISH GRADE TO TOP OF PIPES AS FOLLOWS, UNLESS OTHERWISE NOTED ON PLANS:
 - 1) 18" MINIMUM COVER OVER MAIN LINES 2) 12" MINIMUM COVER OVER LATERAL LINES
- 2. PIPE LINE ASSEMBLY:
- A. INSTALL REMOTE CONTROL VALVES WHERE SHOWN AND GROUP TOGETHER WHERE PRACTICAL. PLACE NO CLOSER THAN 12 INCHES TO WALK EDGES, BUILDINGS AND WALLS.

- B. PLASTIC PIPE AND FITTINGS SHALL BE SOLVENT WELDED USING SOLVENTS, AND FITTINGS SHALL BE THOROUGHLY CLEANED AND FREE OF DIRT, DUST AND MOISTURE AND PRIMED BEFORE APPLYING
- C. MAKE ALL CONNECTIONS BETWEEN PLASTIC PIPE AND METAL VALVES OR STEEL PIPE WITH THREADED FITTINGS USING PLASTIC MALE ADAPTERS AND PIPE JOINT COMPOUNT ON THREADS.
- 3. SPRINKLER HEADS: A. INSTALL ALL SPRINKLERS AS DETAILED ON DRAWINGS AND PER
 - MANUFACTURER'S INSTRUCTIONS.
- B. DO NOT SCALE PLANS FOR EXACT HEAD LOCATION. CLOSING OF PIPE AND FLUSHING LINES:
- A. CAP OR PLUG ALL OPENINGS AS SOON AS LINES HAVE BEEN INSTALLED IN PLACE UNTIL REMOVAL IS NECESSARY FOR
- COMPLETION OF INSTALLATION. B. THOROUGHLY FLUSH OUT ALL IRRIGATION LINES BEFORE
- INSTALLING HEADS AND VALVES. 5. HYDROSTATIC LINE TESTING:
 - A. COORDINATE THE PRESENCE OF THE CITY PROJECT MANAGER IN WRITING TO SCHEDULE IRRIGATION LINE TESTING.
- B. TESTING TO BE ACCOMPLISHED AT THE EXPENSE OF THE CONTRACTOR AND IN THE PRESENCE OF THE PROJECT MANAGER AND IRRIGATION SUPERVISOR.
- C. CENTER LOAD PIPING WITH SMALL AMOUNT OF BACKFILL TO
- PREVENT ARCHING OR SLIPPING UNDER PRESSURE. D. APPLY A CONTINUOUS AND STATIC WATER PRESSURE OF 125 PSI WHEN WELDED PLASTIC JOINTS HAVE CURED AT LEAST 12 HOURS AND WITH THE LATERAL EXTENSIONS CAPPED OR MANUAL VALVES ARE CLOSED. AS FOLLOWS:
- 1) MAIN LINES AND LATERAL LINES TO BE TESTED FOR 3 HOURS. SOLVENT WELD PIPE SHOULD HOLD PRESSURE APPLIED WITH NO DROP IN PRESSURE
- E. IF NECESSARY, REPAIR LEAKS RESULTING FROM TESTS. F. UPON COMPLETION OF THE SUCCESSFUL TESTING, THE CONTRACTOR SHALL COMPLETE ASSEMBLY AND ADJUST SPRINKLER HEADS FOR PROPER DISTRIBUTION.
- 6. AUTOMATIC CONTROLLER: A. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN A CLOCKWISE SEQUENCE AS DEPICTED ON PLAN TO CORRESPOND WITH STATION SETTING BEGINNING WITH STATIONS 1, 2, 3, ETC.
- B. CONNECT RELAY START TO PUMP STATION FOR RELAY START TIMES.
- 7. AUTOMATIC CONTROL WIRING: INSTALL CONTROL WIRING, SPRINKLER MAINS AND LATERALS IN COMMON TRENCHES
- A. INSTALL CONTROL WIRES AT LEAST 12" BELOW FINISH GRADE. LAY TO THE SIDE OF THE MAIN LINE. PROVIDE LOOPED SLACK AT VALVES AND SNAKE WIRE ALONG TRENCHES. TIE WIRES IN BUNDLES IN TRENCH TO ALLOW FOR CONTRACTION OF WIRES AT INTERVALS. PROVIDE AT LEAST 20' LENGTH OF EXCESS WIRE PER ZONE. PROVIDE AT LEAST 2 SPARE WIRE RUNS TO FURTHEST END POINT OF MAIN LINE AS SPARE
- WIRES FOR FUTURE USE. B. LATERAL CONTROL WIRE SPLICES WILL BE ALLOWED ONLY FOR RUNS OVER 1000 FT.
- C. ALL WIRING PASSING UNDER EXISTING OR FUTURE PAVING, CONSTRUCTION, ETC., SHALL BE ENCASED IN SCH. 40 GRAY PVC UL RATED CONDUIT EXTENDING BEYOND EDGES OF PAVING BY AT
- LEAST 8 INCHES. 8. BACKFILL AND COMPACTING:
 - A. AFTER SYSTEM IS OPERATING AND REQUIRED TESTS AND INSPECTIONS HAVE BEEN MADE, BACKFILL EXCAVATIONS AND TRENCHES IN 6" LIFTS WITH CLEAN SOIL, FREE OF RUBBISH, STONES, AND OTHER HARD DEBRIS.
- B. BACKFILL FOR ALL TRENCHES, REGARDLESS OF THE TYPE OF PIPE COVERED, SHALL BE COMPACTED TO MINIMUM 90% DENSITY.
- C. COMPACTED BACKFILL AREAS WILL BE COVERED WITH CLEAN SOIL TO MEET SURROUNDING GRADE AND/OR EXISTING EDGE CONDITIONS.

F. CLEAN-UP:

1. REMOVE ALL DEBRIS, RESTORE AND CLEAN AREAS RESULTING FROM WORK OF THIS SECTION PRIOR TO FINAL INSPECTION.

NOTE:

THE CONTRACTOR SHALL MAKE ALL ADJUSTMENTS TO THE IRRIGATION SYSTEM TO INSURE 100%, HEAD-TO-HEAD IRRIGATION COVERAGE.

THE CONTRACTOR SHALL RUN (2) TWO ADDITIONAL SETS OF ZONE VALVE WIRES TO THE END OF THE MAIN LINE FOR FUTURE USE AS SPECIFIED IN THE SPECIFICATIONS, SECTION E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HARD WIRING THE ELECTRICAL SERVICE CONNECTIONS BETWEEN THE POWER SUPPLY AND THE PUMP STATION.

THE FINAL LOCATION OF ALL COMPONENTS SHALL BE APPROVED BY THE CITY PROJECT MANAGER.

> WILLIAM DALE BRYANT LA6666943

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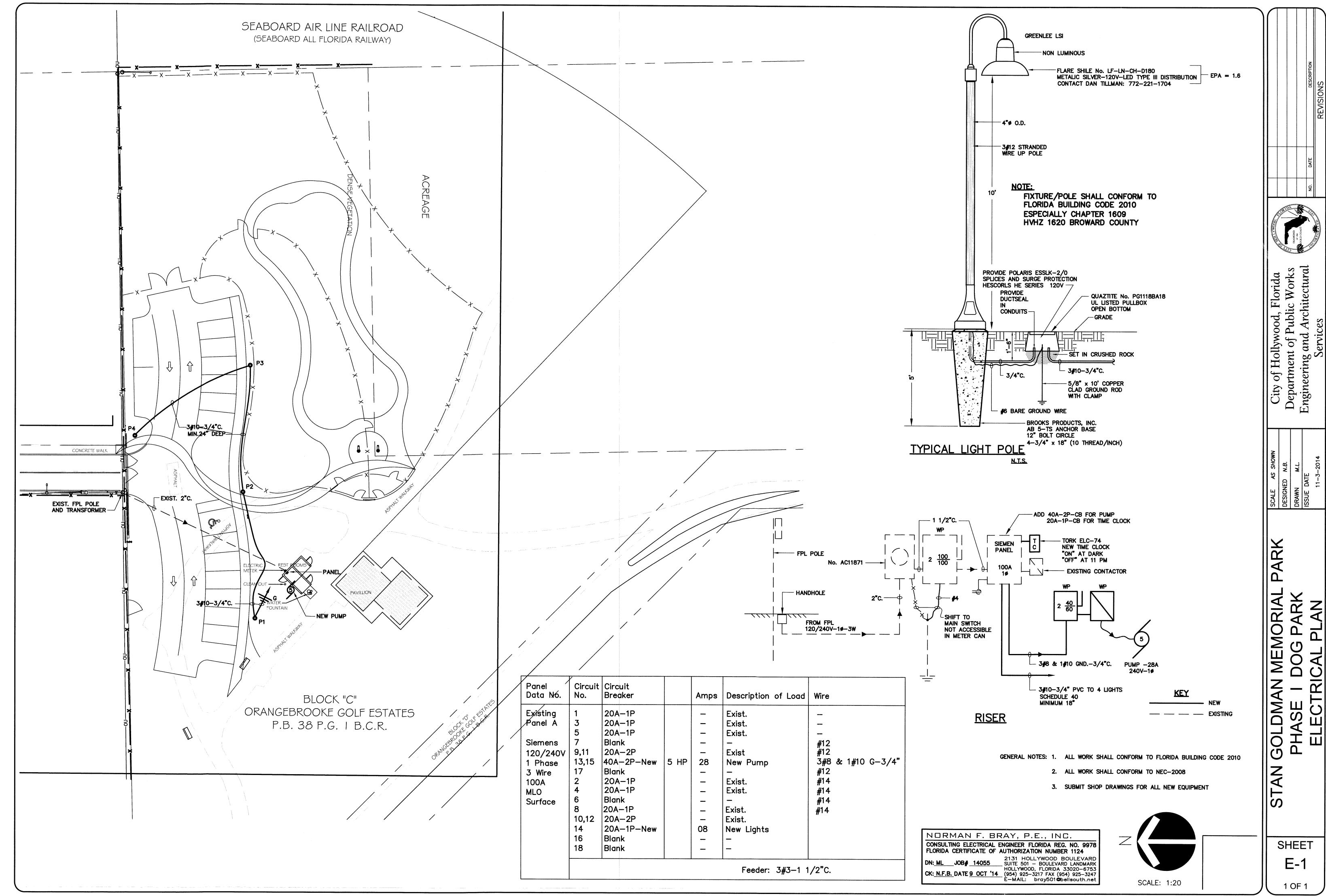
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PLUMBING SPECIFICATIONS

- 1. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES, PRIOR TO THE START OF CONSTRUCTION.
- 2. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL PIPING, SERVICES, UTILITIES AND EXISTING CONDITIONS IN FIELD, PRIOR TO THE START OF CONSTRUCTION.
- 3. CODES TO FOLLOW:
 - A. FLORIDA BUILDING CODE 2010 (WITH CURRENT REVISIONS AND BROWARD COUNTY AMENDMENTS)
 - B. NFPA 101 2009 (FLORIDA FIRE PREVENTION CODE 2010 EDITION WITH CURRENT REVISIONS). FBC PLUMBING CODE 2010 (WITH CURRENT REVISIONS AND BROWARD COUNTY AMENDMENTS).
 - U.L. BUILDING STANDARDS a. FIRE RESISTANCE DIRECTORY
 - b. BUILDING MATERIALS DIRECTORY HANDICAPPED CODE, ANSI 117.1
 - FLORIDA ACCESSIBILITIES CODE FOR BUILDING CONSTRUCTION.
 - AMERICAN DISABILITIES ACT ALL APPLICABLE CODES WITH LATEST REVISIONS.
- 4. FOR ALL PIPING AGAINST BLOCK WALLS INSTALL FURRED SPACE AS REQUIRED TO ACCEPT PIPING, CUTTING OF BLOCK NOT PERMITTED, UNLESS PERMITTED BY ARCHITECT IN WRITING.
- 5. CONTRACTOR SHALL VERIFY ALL OWNER FURNISHED EQUIPMENT AND CONNECTIONS PRIOR TO START OF CONSTRUCTION.
- INSTALL SHUT—OFF VALVE AND UNION AT EACH PIECE OF EQUIPMENT.
- 7. PROVIDE THE REQUIRED CLEARANCES AND SPACE FOR ALL PLUMBING FIXTURES. PLUMBING CONTRACTOR SHALL VERIFY AND COORDINATE PRIOR TO THE START OF CONSTRUCTION.
- 8. ALL PLUMBING TRADE ITEMS SHALL BE INDIVIDUALLY AND RIGIDLY SUPPORTED FROM STRUCTURE ABOVE INDEPENDENT OF ALL OTHER TRADES (DO NOT HANG PLUMBING TRADE ITEMS FROM ANOTHER TRADE).
- 9. CONTRACTOR SHALL SUBMIT PLAN SHOWING ALL HOLES TO BE CORED IN EXISTING STRUCTURE, DIMENSIONED ON 1/4" SCALE PLANS, TO ARCHITECT/ENGINEER FOR REVIEW, FOR ALL PIPING AND PENETRATIONS PRIOR TO START OF CONSTRUCTION.
- 10. PHASING OF CONSTRUCTION SHALL BE DONE AS DIRECTED IN ARCHITECT'S CONSTRUCTION PHASING. INTERRUPTION OF ANY SERVICE TO OR IN ANY PORTION OF THE BUILDING SHALL NOT BE PERMITTED UNLESS SPECIFICALLY APPROVED IN WRITING BY THE OWNER AT LEAST ONE WEEK PRIOR TO THE INTERRUPTION. THE CONTRACTOR SHUTDOWN, STATING EXACT TIME AND DURATION OF SHUTDOWN, AND PROVISIONS STATED IN SCHEDULE. OWNER/ARCHITECT SHALL HAVE THE RIGHT TO REJECT OR CHANGE ANY INTERRUPTION SCHEDULE PROPOSED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE ALL TEMPORARY SERVICES DURING INTERRUPTIONS. ALL COSTS FOR THIS ITEM SHALL BE ALLOWED FOR, IN CONTRACTOR'S BID.
- 11. DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. CONTRACTOR SHALL VISIT AND THOROUGHLY INVESTIGATE SITE. ALLOWANCES SHALL BE MADE IN BID BY CONTRACTOR TO ALLOW FOR PLUMBING EXISTING NOT AS SHOWN ON DRAWINGS AND FOR REMOVING OR RELOCATION EXISTING PLUMBING SYSTEMS AS REQUIRED TO ACCOMPLISH INTENT OF DRAWINGS FOR A COMPLETE SYSTEM, DUE TO EXISTING CONDITIONS DIFFERENT THAN THOSE SHOWN ON DESIGN DRAWINGS.
- 12. CONTRACTOR SHALL LOCATE ALL VALVES SO THAT THEY ARE COMPLETELY ACCESSIBLE.
- 13. NO "SHOT-TYPE" FASTENERS WILL BE PERMITTED, USE LAG TYPE SCREW ANCHORS. SUBMIT FASTENER DETAILS TO ENGINEER FOR REVIEW.
- 14. CONTRACTOR SHALL SUBMIT ACCURATE "AS-BUILT" VELLUMS TO THE ARCHITECT WITH ALL REVISIONS CLEARLY SHOWN. REVISE ALL FLOOR PLANS, NOTES, SCHEDULES, RISERS, ETC., USING THE SAME QUALITY OF DRAFTING AS ORIGINAL DOCUMENTS. PIPING, ETC., MUST BE SHOWN IN ACTUAL LOCATION INSTALLED NOT SCRATCHED ON DRAWING OR NOT JUST NOTED. "AS-BUILT" DRAWINGS ARE A REQUIREMENT OF THE JOB WILL BE CONSIDERED FINAL ONLY AFTER RECEIPT BY ARCHITECT, AND APPROVAL BY ENGINEER, OF "AS-BUILT" VELLUMS. VELLUMS (OR MYLARS) FOR USE IN PREPARING "AS-BUILT" DRAWINGS WILL BE SUPPLIED BY ARCHITECT, AND PAID FOR BY CONTRACTOR, "AS-BUILT" DRAWINGS MUST BE SIGNED (NAME AND TITLE TYPED BELOW SIGNATURE). DATED AND CERTIFIED BY CONTRACTOR AS BEING ACCURATE.
- 15. INSTALL SHOCK ABSORBERS OR AIR CHAMBERS AT EACH FIXTURE AND EQUIPMENT (TYPICAL).
- 16. FOR EQUIPMENT FURNISHED BY OWNER OR OTHERS, INSTALL ALL VALVING, WATER SUPPLIES, DRAINS, STRAINERS, ETC. VERIFY EXACT CONNECTION REQUIREMENTS PRIOR TO THE START OF CONSTRUCTION. PROVIDE AND INSTALL VACUUM BREAKERS ON ALL EQUIPMENT WITHOUT THE REQUIRED AIR GAP OR VACUUM BREAKER (HOSES, FILTERS, ETC.), AND UNION.
- 17. FITTINGS COVERS, AND ALL FINISHES AND MATERIALS SHALL HAVE A MAXIMUM FLAME SPREAD RATING OF 25 AND A MAXIMUM SMOKE DEVELOPED RATING OF 50.

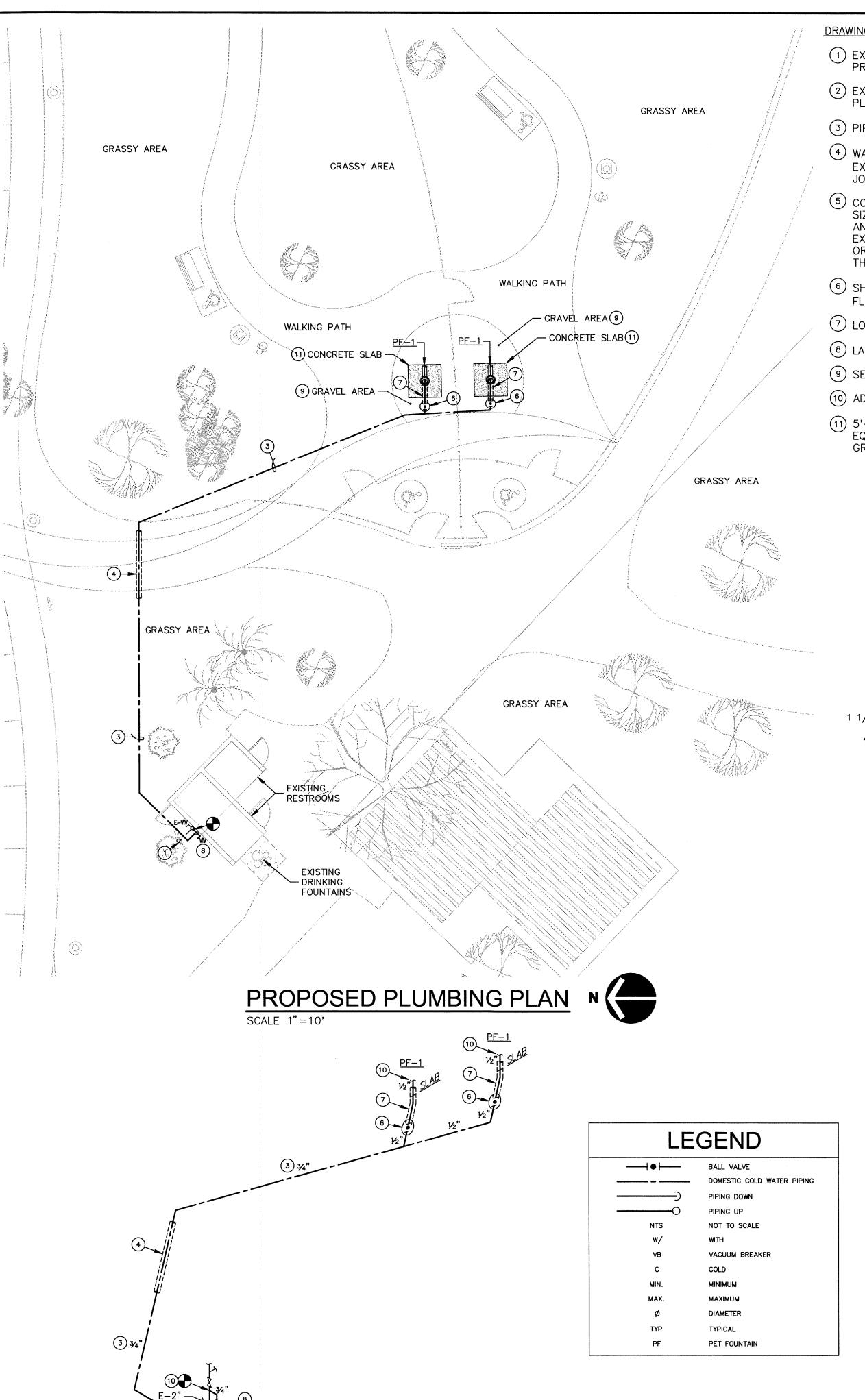
PLUMBING GENERAL NOTES

- DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FROM DRAWINGS, BUT FIT WORK TO ACTUAL CONDITIONS AND SPACE REQUIREMENTS.
- 2. DRAWINGS ARE NOT INTENDED TO SHOW EVERY DETAIL OF WORK REQUIRED. CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS AS REQUIRED FOR A COMPLETE AND ACCEPTABLE WORKING SYSTEM, WHETHER OR NOT SPECIFICALLY SHOWN ON DRAWINGS.
- 3. ALL WORK SHALL BE PERFORMED BY A LICENSED CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETE SYSTEM SHALL BE FULLY AND PROPERLY OPERATIVE. AND IN COMPLIANCE WITH APPLICABLE CODES AND GOVERNING AUTHORITIES. AND SUBJECT TO ACCEPTANCE BY OWNER/ENGINEER.
- 4. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS.
- 5. THE CONTRACTOR SHALL VISIT JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING BID.
- 6. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES TO AVOID INTERFERENCE DURING CONSTRUCTION.
- 7. ALL REQUIRED INSURANCES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR FOR THE PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE, AND OTHER INSURANCES REQUIRED BY THE OWNER, FOR THE DURATION OF THE WORK.
- 8. ALL MATERIALS AND WORK SHALL BE IN STRICT COMPLIANCE WITH APPLICABLE STATE AND LOCAL CODES, RULES, AND ORDINANCES.
- 9. SUBMIT SHOP DRAWINGS FOR ALL FIXTURES, EQUIPMENT, AND MATERIALS.
- 10. ALL MATERIALS SHALL BE NEW AND SHALL BE LISTED AND BEAR THE LABEL OF UNDERWRITERS LABORATORIES INC. WHERE APPLICABLE.
- 11. DIELECTRIC COUPLINGS SHALL BE INSTALLED BETWEEN ALL DISSIMILAR METALS IN PIPING AND EQUIPMENT CONNECTIONS.
- 12. ALL WATER PIPING SHALL BE TYPE "K" COPPER THROUGH WALLS AND EXTERIOR TO BUILDING AND BELOW GRADE. ALL JOINTS SHALL BE MADE WITH LEAD FREE SOLDER.
- 13. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ADDITIONAL CHARGE, AND SHALL INCLUDE REPLACEMENT AND REPAIRS OF ANY OTHER TRADE WHICH MAY HAVE BEEN DAMAGED BY FAILURE OF PLUMBING

PLUMBING FIXTURE SCHEDULE

PET FOUNTAIN: STAINLESS STEEL PEDESTAL - SURFACE MOUNTED, ALL 304 STAINLESS STEEL TOP AND BODY WITH ENTIRE ASSEMBLY YELLOW POWDER COATED FINISH, WITH STAINLESS STEEL PET BUBBLER AND STAINLESS STEEL TROUGH, MODEL NO. 850SMSS-01 (TROUGH STYLE), MANUFACTURED BY "MOST DEPENDABLE FOUNTAINS", INSTALL ON CONCRETE SLAB WITH OPTIONAL 10-8 STAINLESS STEEL SURFACE CARRIER PLATE FOR VANDAL RESISTANT INSTALLATION. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION. INSTALL IN COMPLETE COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS.

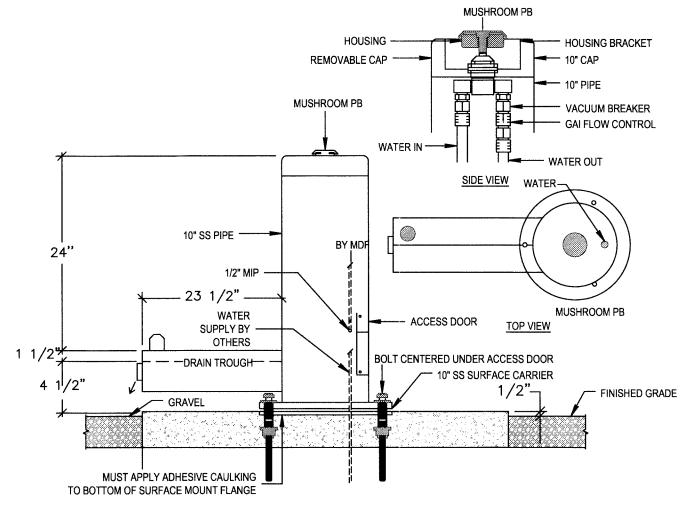
OFF VALVES OR STOPS AT EACH FIXTURE AND PIECE OF EQUIPMENT. INSTALL SHOCK ABSORBERS AT EACH FIXTURE AND PIECE OF EQUIPMENT. INSTALL AUTOMATIC TRAP PRIMER ON ALL FLOOR DRAINS. FIXTURES SHALL COMPLY WITH ADA AND STATE REQUIREMENTS FOR USE BY HANDICAPPED. WATER FLOW RATES AND CONSUMPTION OF ALL FIXTURES SHALL COMPLY WITH THE FLORIDA BUILDING CODE 2010 (WITH CURRENT REVISIONS), TABLE 604.4 "MAXIMUM FLOW RATES AND CONSUMPTION FOR PLUMBING FIXTURES AND FIXTURE FITTINGS". WHERE FLOOR MOUNTED CHAIR CARRIERS ARE SPECIFIED FOR LAVATORIES, CONTRACTOR SHALL MOUNT CARRIER AND FIXTURE (WITH ADDITIONAL WALL STRUCTURAL SUPPORTS AS REQUIRED) TO WITHSTAND 250 POUND DOWNWARD VERTICAL FORCE AT FRONT EDGE OF FIXTURE, ALTERNATIVE FIXTURES MAY BE SUBMITTED BY CONTRACTOR AND APPROVED BY OWNER/ENGINEER PRIOR TO SUBMITTING BID.



DOMESTIC WATER SCHEMATIC RISER DIAGRAM

DRAWING NOTES

- (1) EXISTING DOMESTIC WATER MAIN FROM EXISTING WATER METER AND BACKFLOW PREVENTER.(2)(5)
- 2 EXACT LOCATION AND SERVICE SHALL BE VERIFIED AND SERVICED VERIFIED BY PLUMBING CONTRACTOR PRIOR TO START OF CONSTRUCTION.
- 3) PIPING BELOW GRADE, MINIMUM 18" BURY DEPTH. (5)
- (4) WATER PIPING IN 2"Ø SCHEDULE 40 PVC SLEEVE BELOW ALL WALKS AND SLABS, EXTEND ONE FOOT (1'-0") BEYOND EXTENTS OF SLAB OR WALK (TYPICAL), NO JOINTS PERMITTED, SEAL BOTH ENDS WITH REMOVABLE NEOPRENE PACKING.
- (5) CONTRACTOR SHALL VERIFY EXISTING SYSTEMS, EXACT LOCATION, SERVICE, INVERT SIZE, DIRECTION OF FLOW, ETC. PRIOR TO THE START OF ANY OTHER CONSTRUCTION, AND MODIFY WORK SHOWN AND REWORK EXISTING SYSTEMS AS REQUIRED BY EXISTING CONDITIONS AND ACTUAL PIPE SIZES VERIFIED IN FIELD PRIOR TO ORDERING MATERIAL OR FIXTURES, SUBJECT TO REVIEW BY ENGINEER, TYPICAL THROUGHOUT JOB. LOCATIONS AND ROUTING OF SYSTEMS ARE APPROXIMATE.
- 6 SHUT-OFF VALVE, IN 12"Ø VALVE BOX WITH TAMPER RESISTANT LID (TOP OF LID FLUSH WITH FINISHED GRADE).
- (7) LOOP PIPING INTO FOUNTAIN FOUNDATION IN PVC SLEEVE, NO JOINTS PERMITTED. (4)
- (8) LABEL VALVE: "PET FOUNTAINS MAIN SHUT OFF VALVE".
- (9) SEE ARCHITECTURAL DRAWINGS.
- (10) ADAPT TO SERVICE PIPING, REWORK AS REQUIRED
- (11) 5'-0" X 5'-0" X 9" DEEP CONCRETE SLAB, COORDINATE WITH ARCHITECT AND EQUIPMENT SO THAT WATER TROUGH CAN DRAIN AT END OF FOUNTAIN INTO GRAVEL



. MUST APPLY ADHESIVE CAULKING TO BOTTOM OF SURFACE MOUNT FLANGE

2. OPTIONAL STAINLESS STEEL SURFACE CARRIER RECOMMENDED.

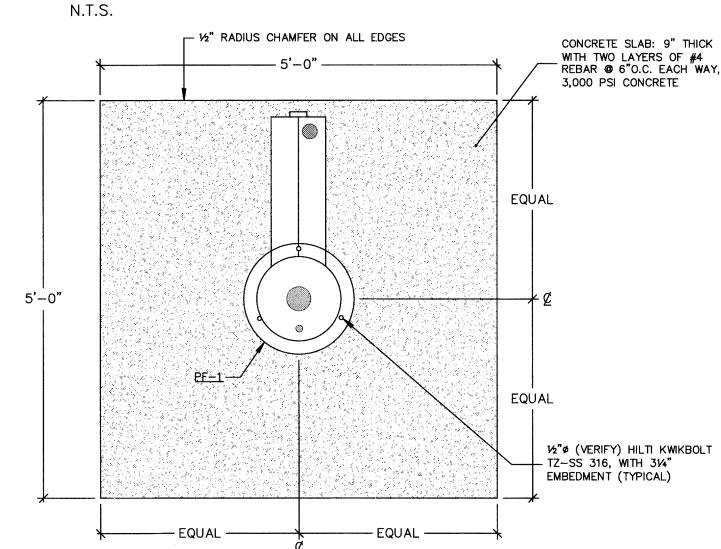
3. SHOWN WITH STAINLESS STEEL SURFACE CARRIER TEMPLATE 10. 5. DO NOT SCALE DRAWING

6. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS

7. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

8. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER

PET FOUNTAIN DETAIL (PF-1)



PET FOUNTAIN SLAB DETAIL

Granata and Associates. Inc. Consulting Engineers 6692 North Grande Drive Boca Raton, Florida 33433 Engineer: MICHAEL GRANATA, P.E. P.E. No.: 17285 Corporation Certificate of Authorization No.: 6646 SHEET