

INVITATION FOR BID

IFB-223-24-AR

DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

IFB Issue Date: July 23, 2024

Questions Due Date: August 15, 2024

Submittal Due Date: August 22, 2024, 3:00 pm

City of Hollywood
IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

TABLE OF CONTENTS

1. SUMMARY
2. INTRODUCTION
3. SPECIAL TERM AND CONDITIONS
4. SCOPE OF WORK/SERVICES
5. BID SUBMISSIONS
6. PRICING (BID FORM)
7. GENERAL TERMS AND CONDITIONS

Attachments:

A - Exhibit A Contract Rev

B - Exhibit B General Conditions rev

C - Exhibit C Supplemental General Conditions rev

D - Hollywood Traffic Calming Speed Table 100% Submittal

1. SUMMARY

1.1. Summary

The City of Hollywood, Florida is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide traffic calming devices to reduce excessive speeding conditions, which worsen the safety of motorists, bicyclists, and pedestrians in those neighborhoods of District 1-4 and 6 within the City of Hollywood. The work to be performed consists of elements such as speed tables and general traffic control signage.

1.2. Background

It is crucial that these traffic calming devices are completed safely and efficiently, minimizing the impact on the traveling public. Maintenance of Traffic devices must be operational throughout the project construction; lane closures are permitted only during work hours and must be cleared at the end of each work period. Pedestrian access and signage must be provided continuously to guide pedestrians to the appropriate crossing locations. Adequate Maintenance of Traffic devices, along with appropriate construction fencing and other barriers, must be in place throughout the construction phase to prevent public access to construction areas.

1.3. Contact Information

Project Contact:

Rudy Damas
Project Manager
2600 Hollywood Blvd
Hollywood, FL 33020
Email: rdamas@hollywoodfl.org
Phone: [\(954\) 921-3977](tel:(954)921-3977)

Procurement Contact:

Adriana Rodriguez
Procurement Consultant
2207 Raleigh St
Hollywood, FL 33020
Email: arodriguez2@hollywoodfl.org
Phone: [\(954\) 921-3946](tel:(954)921-3946)

Department:

Design and Construction Management

1.4. Timeline

Release Project Date	July 23, 2024
Question Submission Deadline	August 15, 2024, 2:00pm

Proposal Submission Deadline	August 22, 2024, 3:00pm
-------------------------------------	-------------------------

2. INTRODUCTION

2.1. Purpose

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide Provide Construction Services for the Traffic calming improvements in District 1-4 & 6 for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by Thursday, August 22, 2024, by 3:00 pm, and will be opened in a virtual public setting on TBD.

Submittals shall be received electronically through OpenGov, the City's eProcurement Portal ("Portal").

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

Submission of a bid/proposal shall serve as prima facie evidence that the Bidder/Proposer has examined this solicitation and is fully aware of all conditions affecting the provision of services and the evaluation criteria and scoring methodology as set forth in this solicitation document.

2.2. Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this solicitation.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

2.3. OpenGov ("Portal")

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

The City shall not be responsible for a Proposer's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of the Portal.

2.4. Point of Contact

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Adriana Rodriguez, Procurement Consultant at atarodriguez2@hollywoodfl.org or by phone at (954) 921-3946, or Otis Thomas, Interim Chief Procurement Officer (CPO) at othomas@hollywoodfl.org or by phone at 954-921-3628. Such contact is to be for clarification purposes only. All questions must be submitted in writing via the Portal by Thursday, August 15, 2024, by 2:00 pm, in order to receive a timely response.

Project Manager: Rudy Damas, Project Manager, Design and Construction Management, email: rdamas@hollywoodfl.org, or by phone: (954) 921-3977.

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

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

2.5. Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and [view Section 30.15F](#)

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

3. SPECIAL TERM AND CONDITIONS

3.1. Addenda, Changes, and Interpretations

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

3.2. Changes and Alterations

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

3.3. Bidder's Costs

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

3.4. Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in the #SCOPE OF WORK/SERVICES section.

3.5. Price Validity

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

3.6. No Exclusive Contract

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

3.7. Responsive

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

3.8. Responsible

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

3.9. Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the [#SCOPE OF WORK/SERVICES](#) section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

3.10. Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

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

As applicable, the City shall comply with Section 287.05701, Florida Statutes, in not considering or giving preference for an award based on a vendor's social, political, or ideological interest.

3.11. Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in **Section: SCOPE OF WORK/SERVICES**.

3.12. Contract Period

The initial contract term shall commence upon date of award by the City through the final contract date per the approved schedule as modified by any approved change order through the term of the Construction.

3.13. Warranties of Usage

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

3.14. Rules and Submittals of Bids

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

3.15. Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, Procurement Office at 954-921-3299.

3.16. Protest Procedure

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

3.17. Insurance Requirements

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-VII, as per A.M. Best Company's Key Rating Guide, latest edition.

Any sub-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.

The Contractor shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. 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.

A. Commercial 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:

- i. Premises Operations
- ii. Products and Completed Operations
- iii. Personal & Advertising Injury
- iv. Damages to rented premises

The minimum limits acceptable shall be:

\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

The City of Hollywood shall be named as Additional Insured.

B. Automobile Liability Insurance:

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

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit

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

\$ 500,000 per Person

\$1,000,000 per Occurrence

\$ 100,000 property damage

The City of Hollywood shall be named as Additional Insured.

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:

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

D. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the

contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

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

If coverage is provided on a claim made basis an "extended reporting period" of (5) years will be required.

The City of Hollywood needs to be the certificate holder as per the following format:

City	of	Hollywood	(nothing	else	on	this	line)
2600		Hollywood			Blvd,		#303
Hollywood,			FL				33020

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

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

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

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

3.18. Uncontrollable Circumstances (Force Majeure)

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

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.19. Supplier Portal (Oracle) Payment Method

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

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

3.20. Debarred or Suspended Bidders or Proposers

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

3.21. Public Records

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

Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

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

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

B. PUBLIC RECORDS GENERAL

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

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

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

3.22. Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood vendor preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

3.23. Local Preference

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

3.24. Contracting with Entities of Foreign Countries

By responding to this solicitation, your entity certifies and attests under penalty of perjury to not being a "foreign country of concern" as defined under Sections 287.138 and 692.202, Florida Statutes, and compliance with all regulations within the statutes.

3.25. Federal Procurement Standards

This solicitation shall be subject to Federal procurement standards as defined under Sections 200.317 through 200.327 of the Code of Federal Regulations (CFR) if funded by a Federal award, including all contract provisions/clauses under Section 200.327 of the CFR.

4. SCOPE OF WORK/SERVICES

4.1. Project Description

The City of Hollywood, Florida is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide traffic calming devices to reduce excessive speeding conditions, which worsen the safety of motorists, bicyclists, and pedestrians in those neighborhoods of District 1-4 & 6 within the City of Hollywood. The work to be performed consists of elements such as speed tables and general traffic control signage.

4.2. Technical Specifications

Please see attached plans for technical specifications, they are included in the general notes.

4.3. Contractor Qualifications

At the time of bid submission, the Contractor must possess and be able to provide the City with all required Federal, State, County, and/or municipal licenses. This includes, but is not limited to, certificates of competency, occupational licenses, and a General Contractor's license. Additionally, the Contractor must have at least 5 years of experience in scope-related construction in South Florida. References for 3 projects of similar scope and complexity completed in South Florida within the last 5 years must be provided. Upon receiving the Award of the Contract, the Contractor must also provide proof of valid licensing for all subcontractors and material suppliers hired.

4.4. Deliverable and Objectives

- Certificate of Insurance
- Proof of SUNBIZ Registration
- General Contractors License
- Project Schedule
- W-9 (Request for Taxpayer Identification)

4.5. Project Schedule / Timeline

An overall project schedule identifying major tasks and the overall project timeline through Substantial and Final Completion shall be provided by Contractor as part of the Bid Package. The selected Contractor shall submit a comprehensive and detailed final schedule (with the same timeline as the initial schedule) within 10 days of the Notice to Proceed (NTP). The Administrative NTP will be issued as soon as the contract has been executed, and the Construction NTP will be issued once all construction-phase permits have been obtained.

5. BID SUBMISSIONS

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

5.1. Project Schedule / Timeline*

Please upload a project schedule identifying major tasks and the overall project timeline through Substantial and Final Completion; this schedule shall be provided by Contractor as part of the Bid Package.

*Response required

5.2. Licenses and Certifications*

Please upload all licenses and certifications as required on section 4.3 of the solicitation.

*Response required

5.3. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload 3 copies here.

- References for 3 projects similar in scope and complexity that have been completed in South Florida within the last 5 years
- Reference forms are to be completed by your client reference. They must be sent back to you to be uploaded with your bid response
- [Vendor Reference Form.pdf](#)

*Response required

5.4. HOLD HARMLESS AND INDEMNITY CLAUSE*

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

☐ Please confirm

*Response required

5.5. NON-COLLUSION STATEMENT*

I , being first duly sworn, depose that:

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

☐ Please confirm

*Response required

5.6. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

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

- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Please confirm

*Response required

5.7. DRUG-FREE WORKPLACE PROGRAM*

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

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

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

☐ Please confirm

*Response required

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

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

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

The State of Florida definition of “gifts” includes the following:

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

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

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

☐ Please confirm

*Response required

5.9. Certificate of Insurance*

See requirements in the #SPECIAL TERM AND CONDITIONS section.

*Response required

5.10. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

*Response required

5.11. ACKNOWLEDGMENT AND SIGNATURE PAGE

5.11.1. If Corporation - Date Incorporated/Organized:*

*Response required

5.11.2. State Incorporated/Organized:*

*Response required

5.11.3. Remittance Address*

*Response required

5.11.4. Bidder/Proposer's Authorized Representative's Typed Full Name*

*Response required

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

☐ Please confirm

*Response required

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

☐ Please confirm

*Response required

5.11.7. *BID BOND FORM**

Please download the below documents, complete, and upload.

- [Bid_Form_MASTER.docx](#)

*Response required

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

5.12.1. *This form statement is submitted to the City of Hollywood by:**
(Print individual's name and title) (Print name of entity submitting sworn statement)

*Response required

5.12.2. *Sworn Statement Continuation:**
Enter business address:

*Response required

5.12.3. *Sworn Statement Continuation:**
Enter Federal Employer Identification Number (FEIN) is:

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

*Response required

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

*Response required

5.12.5. *Sworn Statement Continuation:**
I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another

person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

☐ Please confirm

*Response required

5.12.6. Sworn Statement Continuation:*

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

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

☐ Please confirm

*Response required

5.12.7. Sworn Statement Continuation:*

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

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

Select all that apply

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

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

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

*Response required

5.12.8. Sworn Statement Confirmation*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC

ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR

YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT

PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD

AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF

ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

*Response required

6. PRICING (BID FORM)

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation.

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

PRICING (BID FORM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	General Conditions, including but not limited to Performance and Payment Bond, Insurance, Surveying, Stake-out, and as-built drawings	1	LS		
2	Mobilization (shall not exceed 3% of bid items excluding General Conditions, Mobilization and MOT) for the lump sum price of	1	LS		
3	Maintenance of Traffic	1	LS		
4	Milling of existing asphalt pavement to a 1" average depth (Speed tables)	1,487	SY		
5	Apply Superpave asphaltic concrete for traffic B (Speed Tables)	725.68	TN		
6	Furnish and install ground-mounted single post signs for up to 12 square feet	405	AS		
7	Relocating single post signs	34	AS		
8	Remove single post signs	1	AS		
9	Furnish and install sign panels for ground-mounted posts for up to 12 square feet	3	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	Apply standard thermoplastic 12" white solid striping for crosswalks and roundabouts	3,708.8	LF		
11	Apply standard thermoplastic 18" white solid striping for diagonals and chevrons	729.92	LF		
12	Apply thermoplastic 6" white solid striping for standard open graded asphalt surfaces	0.08	GM		
13	All other incidental work required for construction of the project not specifically included in other line items, including but not limited to shoring, stormwater pollution prevention, demolition, grading, etc.	1	LS		
14	Allowance for Work. Requires submittal of a detailed estimate for any additional work and City Project Manager approval of the estimate prior to utilizing this allowance	1	LS	\$60,000.00	
TOTAL					

7. GENERAL TERMS AND CONDITIONS

7.1. INTENT

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

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

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

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

7.2. PROPOSER'S RESPONSIBILITIES

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

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

- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

7.3. PREPARATION OF BIDS/PROPOSALS

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

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

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

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

7.4. DESCRIPTION OF SUPPLIES

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

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

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

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

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

7.5. ADDENDA

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

7.6. REJECTION OF BIDS/PROPOSALS

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

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

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

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

The City may reject a bid/proposal if:

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

H. The City is under a pre- lawsuit claim or current litigation with the proposer.

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

7.7. WITHDRAWAL OF BIDS/PROPOSALS

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

7.8. BIDS/PROPOSALS TO REMAIN OPEN

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

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

7.9. LATE BIDS/PROPOSALS OR MODIFICATIONS

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

7.10. CONFLICTS WITHIN THE SOLICITATION

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

7.11. CLARIFICATION OR OBJECTION TO BID/PROPOSAL SPECIFICATIONS

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

given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing via the Portal's Question and Answer (Q&A) tab with the Chief Procurement Officer on or before the date specified for a request for clarification.

7.12. COMPETENCY OF PROPOSERS

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

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

7.13. QUALIFICATIONS OF PROPOSERS

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

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

7.14. CONSIDERATION OF BIDS/PROPOSALS

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

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

7.15. AWARD OF CONTRACT

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

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

7.16. BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

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

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

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

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

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

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

7.17. AGREEMENT

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

7.18. NOTICE TO PROCEED

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

7.19. BID PROTESTS

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

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

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

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

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

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

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

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

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

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

7.20. REQUIREMENTS FOR SIGNING BIDS/PROPOSALS

Requirements for Signing Bid/Proposal:

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

7.21. EXAMINATION OF BID/PROPOSAL DOCUMENTS

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

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

7.22. PUBLIC RECORDS LAW

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

7.23. INFORMATION

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

7.24. MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids/proposals must be modified or withdrawn electronically via the Portal at any time prior to the deadline for submitting bids/proposals. Withdrawal of a bid/proposal will not prejudice the rights of a Proposer to submit a new bid/proposal prior to the bid/proposal date and time. Except where provided in the following paragraph no bid/proposal may be withdrawn or modified after expiration of the period for receiving bids/proposals.

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

7.25. OPEN END CONTRACT

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

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

7.26. AUDIT RIGHTS

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

7.27. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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

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

and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

7.28. FRAUD AND MISREPRESENTATION

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

7.29. DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

7.30. COLLUSION

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

7.31. COPELAND "ANTI-KICKBACK"

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

7.32. FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such

period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

7.33. PUBLIC ENTITY CRIMES

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

7.34. DRUG-FREE WORKPLACE PROGRAM

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

7.35. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

7.36. CONFLICT OF INTEREST

The Proposer represents that:

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

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

- A. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- B. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

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

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

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

7.37. DISCRIMINATION

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

7.38. ADVICE OF OMISSION OR MISSTATEMENT

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

7.39. CONFIDENTIAL INFORMATION

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

7.40. GOVERNING LAW

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

7.41. LITIGATION VENUE

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

7.42. SOVEREIGN IMMUNITY

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

7.43. SURVIVAL

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

7.44. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

7.45. PATENT AND COPYRIGHT INDEMNIFICATION

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

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

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

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

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

7.46. ADVERTISING

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

7.47. DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids/proposals; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid/proposal process. Bids/proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids/proposals are analyzed, organization(s) submitting bid/proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid/proposal, which is,

in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid/proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid/proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid/proposal or otherwise.

7.48. TRADEMARKS

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

7.49. RIGHT TO REQUEST ADDITIONAL INFORMATION

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

7.50. PROPOSAL PREPARATION COSTS

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

7.51. DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid/proposal.

7.52. ADDITIONAL CHARGES

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

7.53. RIGHTS TO PERTINENT MATERIALS

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

7.54. INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

7.55. NATURE OF THE AGREEMENT

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

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

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

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

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

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

7.56. AUTHORITY OF THE CITY'S PROJECT MANAGER

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

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order

and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

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

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

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

7.57. MUTUAL OBLIGATIONS

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

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

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so

choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

7.58. SUBCONTRACTUAL RELATIONS

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

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

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

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

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

7.59. PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work

completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

7.60. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

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

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

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

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

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

- A. Stop work on the date specified in the notice ("the Effective Termination Date");
- B. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- C. Cancel orders;
- D. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;

- E. Take no action which will increase the amounts payable by the City under this Agreement.

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

- A. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
- B. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.
- C. All compensation pursuant to this Article is subject to audit.

7.61. EVENT OF DEFAULT

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

- A. The Proposer has not delivered deliverables on a timely basis;
- B. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
- D. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
- E. The Proposer has failed to obtain the approval of the City where required by this Agreement;
- F. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
- G. The Proposer has failed in the representation of any warranties stated herein.

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

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

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

7.62. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

7.63. BANKRUPTCY

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

7.64. CANCELLATION FOR UNAPPROPRIATED FUNDS

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

7.65. VERBAL INSTRUCTIONS PROCEDURE

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

7.66. E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State

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

7.67. BUDGETARY CONSTRAINTS

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

7.68. COST ADJUSTMENTS

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

7.69. OSHA STANDARDS

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



City of Hollywood
Design and Construction Management
Jose Cortes, Director
2600 Hollywood Boulevard, Hollywood, FL 33020

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT

IFB No. IFB-223-24-AR

District 1-4 & 6 Traffic Calming Improvements

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

Report Generated: Thursday, August 22, 2024

The Stout Group, LLC Response

CONTACT INFORMATION

Company:

The Stout Group, LLC

Email:

jsanchez@thestoutgroup.com

Contact:

Joey Sanchez

Address:

10850 NW 138th Street
Bay #3
Hialeah Gardens, FL 33018

Phone:

(305) 216-8406

Website:

www.thestoutgroup.com

Submission Date:

Aug 22, 2024 5:31 PM

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Project Schedule / Timeline*

Please upload a project schedule identifying major tasks and the overall project timeline through Substantial and Final Completion; this schedule shall be provided by Contractor as part of the Bid Package.

SCHEDULE.pdf

2. Licenses and Certifications*

Please upload all licenses and certifications as required on section 4.3 of the solicitation.

Licenses.pdf

3. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload 3 copies here.

- References for 3 projects similar in scope and complexity that have been completed in South Florida within the last 5 years
- Reference forms are to be completed by your client reference. They must be sent back to you to be uploaded with your bid response
- [Vendor Reference Form.pdf](#)

Vendor_Reference_Form_-_City_of_Hollywood.pdf

Vendor_Reference_Form_-_FDOT.pdf

Vendor_Reference_Form_-_HCL.pdf

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

4. HOLD HARMLESS AND INDEMNITY CLAUSE*

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

Confirmed

5. NON-COLLUSION STATEMENT*

I, being first duly sworn, depose that:

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

Confirmed

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

6. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

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

Confirmed

7. DRUG-FREE WORKPLACE PROGRAM*

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

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

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

Confirmed

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

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

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

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

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

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

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

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

Confirmed

9. Certificate of Insurance*

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

COI_-_CITY_OF_HOLLYWOOD.pdf

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

10. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

45-5312119

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

11. ACKNOWLEDGMENT AND SIGNATURE PAGE

IF CORPORATION - DATE INCORPORATED/ORGANIZED:*

05/18/2012

STATE INCORPORATED/ORGANIZED:*

Florida

REMITTANCE ADDRESS*

The Stout Group, LLC

10850 NW 138th St. Bay 3

Hialeah Gardens, FL 33018

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

Jose M. Sanchez

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

Confirmed

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

Confirmed

BID BOND FORM*

Please download the below documents, complete, and upload.

- [Bid_Form_MASTER.docx](#)

BID_BOND_-_COH_-_BID_No._2024-08.pdf

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

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY:*

(Print individual's name and title) (Print name of entity submitting sworn statement)

Jose M. Sanchez

SWORN STATEMENT CONTINUATION:*

Enter business address:

The Stout Group, LLC

SWORN STATEMENT CONTINUATION:*

Enter Federal Employer Identification Number (FEIN) is:

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

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

45-5312119

SWORN STATEMENT CONTINUATION:*

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

I understand

SWORN STATEMENT CONTINUATION:*

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

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

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
IFB No. IFB-223-24-AR
District 1-4 & 6 Traffic Calming Improvements

during the preceding 36 months shall be considered an affiliate.

Confirmed

SWORN STATEMENT CONTINUATION:*

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

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

Confirmed

SWORN STATEMENT CONTINUATION:*

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

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

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

SWORN STATEMENT CONFIRMATION*

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER
FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC
ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT
 IFB No. IFB-223-24-AR
 District 1-4 & 6 Traffic Calming Improvements

YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Confirmed

PRICE TABLES

PRICING (BID FORM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	General Conditions, including but not limited to Performance and Payment Bond, Insurance, Surveying, Stake-out, and as-built drawings	1	LS	\$40,000.00	\$40,000.00
2	Mobilization (shall not exceed 3% of bid items excluding General Conditions, Mobilization and MOT) for the lump sum price of	1	LS	\$18,000.00	\$18,000.00
3	Maintenance of Traffic	1	LS	\$13,000.00	\$13,000.00
4	Milling of existing asphalt pavement to a 1" average depth (Speed tables)	1,487	SY	\$5.00	\$7,435.00
5	Apply Superpave asphaltic concrete for traffic B (Speed Tables)	725.68	TN	\$350.00	\$253,988.00
6	Furnish and install ground-mounted single post signs for up to 12 square feet	405	AS	\$650.00	\$263,250.00
7	Relocating single post signs	34	AS	\$400.00	\$13,600.00
8	Remove single post signs	1	AS	\$150.00	\$150.00

[THE STOUT GROUP, LLC] RESPONSE DOCUMENT REPORT

IFB No. IFB-223-24-AR

District 1-4 & 6 Traffic Calming Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Furnish and install sign panels for ground-mounted posts for up to 12 square feet	3	EA	\$400.00	\$1,200.00
10	Apply standard thermoplastic 12" white solid striping for crosswalks and roundabouts	3,708.8	LF	\$4.00	\$14,835.20
11	Apply standard thermoplastic 18" white solid striping for diagonals and chevrons	729.92	LF	\$15.00	\$10,948.80
12	Apply thermoplastic 6" white solid striping for standard open graded asphalt surfaces	0.08	GM	\$50,000.00	\$4,000.00
13	All other incidental work required for construction of the project not specifically included in other line items, including but not limited to shoring, stormwater pollution prevention, demolition, grading, etc.	1	LS	\$1.00	\$1.00
14	Allowance for Work. Requires submittal of a detailed estimate for any additional work and City Project Manager approval of the estimate prior to utilizing this allowance	1	LS	\$60,000.00	\$60,000.00
TOTAL					\$700,408.00

PROJECT SCHEDULE

No.	ACTIVITY	DURATION	UNIT	NOVEMBER																															DECEMBER																															JANUARY																															FEBRUARY															
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10																																						
1	DISTRICT 1 SPEED TABLES	40	DAYS																																																																																																													
2	DISTRICT 2 SPEED TABLES	16	DAYS																																																																																																													
3	DISTRICT 3 SPEED TABLES	8	DAYS																																																																																																													
4	DISTRICT 4 SPEED TABLES	12	DAYS																																																																																																													
5	DISTRICT 6 SPEED TABLES	24	DAYS																																																																																																													
TOTAL		100	DAYS																																																																																																													



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

THE STOUT GROUP, LLC
10850 NW 138TH STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: CUC1224022

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SANCHEZ, JOSE MARIA III

THE STOUT GROUP, LLC
10850 NW 138TH STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: CGC1507974

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SANCHEZ, JOSE MARIA III

10850 NW 138 STREET
BAY #3
HIALEAH GARDENS FL 33018

LICENSE NUMBER: PE67764

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 29, 2023

THE STOUT GROUP LLC
10850 NW 138TH STREET
MIAMI, FLORIDA 33018

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, ROADWAY SIGNING, SIDEWALK, LIFT STATION, SHEET PILING, UNDERGROUND UTILITIES (WATER AND SEWER), UNDERGROUND UTILITIES (ELECTRIC)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II".

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg



[Home](#) | [Product Control](#) | [Contractors](#) | [Building Officials](#) | [Contact us](#) |

[miamidade.gov](#)

Contractor License Information

Contractor Number: E1400317
Contractor name: THE STOUT GROUP LLC
Address: 10850 NW 138TH ST BAY3
City, St, Zip: HIALEAH GARDENS FL 33018
Phone: (786) 452-1481
Other Phone:
Fax: (786) 452-1481
Email: YZULUAGA@THESTOUTGROUP.COM
D/B/A:
Contractor Status: ACTIVE

Class	Category	Category Description	Expiration Date
ENGR	3	PIPE LINE ENG	09/30/2025
ENGR	4	STRUCTURAL ENG	09/30/2025
ENGR	7	PAVING ENGINEERING	09/30/2025
ENGR	9	EXCAU & GRADING ENG	09/30/2025

CONTRACTOR INQUIRY COMPLETE

[BCCO Contractor Inquiry and Complaint Search](#) | [BCCO Home Page](#) | [State License Search Menu](#)

[Home](#) | [About](#) | [Phone Directory](#) | [Privacy](#) | [Disclaimer](#)

© 2001 Miami-Dade County. All rights reserved.

MIAMI-DADE COUNTY PUBLIC SCHOOLS



Small Business Enterprise (SBE) Certificate

THIS CERTIFIES THAT
The Stout Group LLC

IS OWNED AND CONTROLLED BY A(N)
SBE Tier 2

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

August 11, 2020
Issue Date

August 11, 2023
Expiration Date

6519199
Vendor No.

Jennifer D. Andreu
Economic Equity & Diversity Compliance Officer
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB-223-24-AR - DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS
Reference for: The Stout Group, LLC

Organization/Firm Name providing reference:

City of Hollywood

Organization/Firm Contact

Name:

Donelly Chin

Title:

Consultant

Email:

dchin@hollywoodfl.org

Phone: (954) 921-3930

Name of Referenced Project:

Inst. of Various Drainage Systems

Contract No: 21-11047

Date Services were provided:

2/10/2022 TO 7/31/2023

Project

Amount: \$772,987.00

Referenced Vendor's role in Project:

☒ **Prime Vendor**

☐ **Subcontractor/
Subconsultant**

Would you use the Vendor again?

☒ **Yes**

☐ **No.** Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

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

Additional Comments (provide additional sheet if necessary):

Enjoyed working with The Stout Group on this project. Also, the City saved money due to construction methods and alternatives suggested by The Stout Group.

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

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

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB-223-24-AR - DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS
Reference for: The Stout Group, LLC

Organization/Firm Name providing reference:

Florida Department of Transportation

Organization/Firm Contact

Title:

Name:

Andres Diaz

Project Administrator/Engineer

Email:

adiaz@castilloeng.com

Phone: (786) 877-8572

Name of Referenced Project:

SW 40th Ave.

Contract No: T4563

Date Services were provided:

05/26/2021 - 06/23/2023

Project

Amount: \$3,377,160.33

Referenced Vendor's role in Project:

☒ **Prime Vendor**

☐ **Subcontractor/
Subconsultant**

Would you use the Vendor again?

☒ **Yes**

☐ **No.** Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

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

Additional Comments (provide additional sheet if necessary):

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

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

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: IFB-223-24-AR - DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS
Reference for: The Stout Group, LLC

Organization/Firm Name providing reference:

Horizon Contractors, Inc.

Organization/Firm Contact

Name:

Horizon Contractors, Inc.

Title:

Project Manager

Email:

xs@hcimail.net

Phone:

(305) 828-2050

Name of Referenced Project:

Opalocka Airport Interior Service Road

Contract No:

S019A

Date Services were provided:

06/30/2015 - 05/06/2016

Project

Amount: \$931,325.00

Referenced Vendor's role in Project:

☐ **Prime Vendor**

☒ **Subcontractor/
Subconsultant**

Would you use the Vendor again?

☐ **Yes**

☐ **No.** Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

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

Additional Comments (provide additional sheet if necessary):

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2024

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

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

PRODUCER GGA Insurance Group 10689 N. Kendall Drive Suite 208 Miami FL 33176	CONTACT NAME: Alain Bencomo PHONE (A/C, No, Ext): (305) 630-4777 FAX (A/C, No): (305) 279-3022 E-MAIL ADDRESS: abencomo@ggaig.com														
INSURED The Stout Group LLC 10850 NW 138TH Street Bay #3 Hialeah Gardens FL 33018	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Insurance of America</td> <td>24554</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C: Houston Specialty Ins. Co.</td> <td>12936</td> </tr> <tr> <td>INSURER D: Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER E: Federal Insurance Co.</td> <td>20281</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance of America	24554	INSURER B: Greenwich Insurance Company	22322	INSURER C: Houston Specialty Ins. Co.	12936	INSURER D: Wesco Insurance Company	25011	INSURER E: Federal Insurance Co.	20281	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: XL Insurance of America	24554														
INSURER B: Greenwich Insurance Company	22322														
INSURER C: Houston Specialty Ins. Co.	12936														
INSURER D: Wesco Insurance Company	25011														
INSURER E: Federal Insurance Co.	20281														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2471222850**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NGL-1000327-05	07/14/2024	07/14/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			NBA-1000328-05	07/14/2024	07/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			322181	07/14/2024	07/14/2025	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		CPW1002709	07/14/2024	07/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			4546-8715	07/14/2024	07/14/2025	Equipment Limit \$3,135,885 Deductible \$5,000

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

F-4706-22-O

CITY OF HOLLYWOOD is listed as an Additional Insured with respect to the General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD.

HOLLYWOOD

FL 33020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form 13

Bond Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we The Stout Group, LLC, as Principal, and Berkley Insurance Company, as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____
Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) lawful money of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying SOLICITATION, dated August 22nd, ²⁴20 for

Solicitation #: IFB-223-24-AR

**Solicitation Title: District 1-4&6 Traffic
Calming Improvements**

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Solicitation Bond

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

In accordance with Florida State Statute 255.05, Payment, Performance and Bid Bonds may be required for construction projects that are over \$200,000.00.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their seal(s) this 22nd
day of August, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

Approved Solicitation Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Yvette Zuluaga
Secretary

The Stout Group, LLC

Name of Corporation

10850 N.W. 138th Street, Bay #3
Miami, FL 33018

Business Address

By:

(Affix Corporate Seal)

Jose M. Sanchez

Printed Name

Manager

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Yvette Zuluaga, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Jose M. Sanchez who signed the said bond on behalf of the Principal, was then Manager 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.

Yvette Zuluaga (SEAL)
Secretary

Approved Solicitation Bond

TO BE EXECUTED BY CORPORATE SURETY:

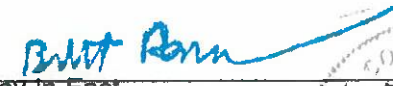
Attest:

NA
Secretary

Berkley Insurance Company
Corporate Surety
475 Steamboat Road, Greenwich, CT 06830
Business Address


BY: 
(Affix Corporate Seal) Tracey Brown, Witness

Name of Local Agency
Acrisure, LLC


Attorney-in-Fact
& FL Licensed Agent
Brett Rosenhaus
1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
Business Address

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared,
Brett Rosenhaus to me well known, who being by me first duly sworn upon
oath says that he is the attorney-in-fact for the Berkley Insurance Company and
that the has been authorized by Berkley Insurance Company to execute the forgoing
bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.
Subscribed and sworn to before me this 22nd day of August, 2024


Notary Public, State of Florida

My Commission Expires: November 11, 2024
- END OF SECTION-

MARGARET A. SCHULZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 55224
MY COMMISSION EXPIRES NOV. 13, 2024

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Witnessed under my hand and seal of the Company, this 22nd day of August, 2024.

Vincent P. Forte

EXHIBIT A

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (or "Agreement"), made and entered into this 16 day of January, 2025, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation organized and existing under the laws of the state of Florida ("CITY"), and **The Stout Group, LLC**, ("CONTRACTOR")(jointly referred to as the "Parties").

WITNESSED: The Parties, for and in the consideration set forth herein, mutually agree as follows:

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

DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS Bid No.: IFB-223-24-AR

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal submitted by the CONTRACTOR to the CITY, a copy of which is made a part of this Contract, the City shall pay to the CONTRACTOR for the work set forth in the Contract Documents the sum of **\$700,408.00**.

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

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent of the amount of such estimate, which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Section 218.735, Florida Statutes.
- (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 60 days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the PROJECT MANAGER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after the date of the written Notice To Proceed, and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after the date of the written notice as set forth in the Proposal, as may be modified by Instructions to Bidders and stated in the Notice to Proceed.

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

Article 5. Additional Bond: It is further mutually agreed between the Parties that if, at any time after the execution of this Contract and the Payment and Performance Bonds required by the Contract Documents for the express purpose of assuring the full and faithful performance of the CONTRACTOR'S work, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, the bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his sole expense, within five days after receipt of notice from the CITY, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the below listed documents form the "Contract Documents," and all Contract Documents are as fully a part of this Contract as if attached or repeated in this Contract:

- | | |
|--------------------------------------|--------------------------------------|
| 1. Notice to Bidders | 9. Contract |
| 2. Instruction to Bidders | 10. Performance Bond |
| 3. Proposal | 11. Payment Bond |
| 4. Proposal Bid Form | 12. General Conditions |
| 5. Bid Bond | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Technical Specifications |
| 7. Addenda | 15. Drawings |
| 8. Trench Safety Form (N/A) | |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the Contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida, that is in effect prior to the date the CITY issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same is duly authorized by appropriate action of the CITY.

Article 9. That in the event that either party brings suit for enforcement of this Contract or because of some disagreement, the prevailing party shall be entitled to attorney's fees and court costs, in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of 12 months after final payment, and shall immediately correct any defects which may appear during this period upon notification by the City or the PROJECT MANAGER.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made that remain unresolved.

Article 12. Contract Term: The initial term of this Contract shall be for a period of 120 calendar days beginning upon the issuance of the notice to proceed.

Article 13. IF THE STOUT GROUP, LLC (COLLECTIVELY KNOWN AS "CONTRACTOR" IN THIS SECTION) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954.921.3211, pcerny@hollywoodfl.org, Hollywood City Hall 2600 Hollywood Blvd., Room 221 Hollywood, FL 33020.

(b) Contractor must comply with public records laws, specifically to:


- 1. Keep and maintain public records required by the public agency to perform the service.**
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.**
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.**
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that**

are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.


Article 14. Non-Discrimination: Contractor agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, sexual orientation, gender identity, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable Federal, State, or local laws.


IN WITNESS WHEREOF, the Parties have executed this Contract on the day and date first above written in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract:

THE CITY OF HOLLYWOOD, FLORIDA

DocuSigned by:
By: 
E3E5798FD4A34FA...
JOSH LEVY, MAYOR

ATTEST:

DocuSigned by:

784415EE2C0C47E
PATRICIA A. CERNY, MMC
CITY CLERK

DS

1/16/2025

APPROVED AS TO FORM:

DocuSigned by:

F07CB57E2519477
DOUGLAS R. GONZALES
CITY ATTORNEY

DS
KP

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

(Witness)

(Signature of Individual)

(SEAL)

(Witness)

(Signature of Individual)

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

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

WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness)

(Witness)

(Name of Firm) a Partnership

BY: _____ (SEAL)
(Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:


Yvette Zulwage
Secretary

Joey Sanchez
The Stout Group, LLC

BY: [Signature] (SEAL)
President



APPROVED AS TO FORM:

 DocuSigned by:
Damaris Henlon
By Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

DocuSigned by:
Stephanie Tinsley
By Stephanie Tinsley
Financial Services Director

CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that a meeting of the Board of Directors of The Stout Group, LLC, a corporation under the laws of the State of Florida, was held on September 12, 2024, and the following resolution was duly passed and adopted:

"RESOLVED, that Jose M. Sanchez as Manager (President of the corporation), be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that this resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 12th day of September, 2024.

Yvette Zulwager
Secretary

- END OF SECTION -

PERFORMANCE BOND
(PERFORMANCE BOND #: 0265350)

KNOW ALL MEN BY THESE PRESENTS:

That we The Stout Group, LLC 10850 N.W. 138th Street, Bay #3, Miami, FL 33018 954-629-6220,

Name	Address	Tel. No.
as Principal, <u>Berkley Insurance Company</u>	<u>475 Steamboat Road. Greenwich, CT 06830</u>	<u>203-542-3800</u>

Name	Address	Tel. No.
-------------	----------------	-----------------

as Surety, are held and firmly bound unto the City of Hollywood in the sum of

Seven Hundred Thousand Four Hundred Eight Dollars (\$ 700,408.00), and for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the 16 day of January, 2025, entered into between the Principal and the City of Hollywood, Florida, for the work of the **DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS** -, Bid No. **IFB-223-24-AR**.

A copy of the Contract is incorporated by reference and is made a part hereof as if fully set forth herein.

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

AND, the Principal and Surety further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the

City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the CITY may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

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

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Signature of Individual)

(Address)

(Printed Name of Individual)

(Witness)

(Address)

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

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Name of Firm)

(Address)

By: _____
(Seal)
(Signature of Individual)

(Witness)

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

Performance Bond #: _____

(Witness)

(Name of Partnership)

(Address)

By: _____
(Seal)
(Partner)

(Witness)

(Printed Name of Partner)

Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Performance Bond #: 0265350

Vette Zuluaga
(Secretary)

The Stout Group, LLC
(Name of Corporation)

By: _____
(Seal)
(Affix Corporate Seal)

Jose M. Sanchez
(Printed Name)

Manager
(Official Title)

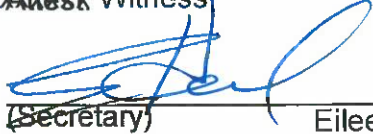
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Vette Zuluaga, certify that I am the Secretary of the corporation named as Principal in the within Bond; that Jose M. Sanchez, who signed the Bond on behalf of the Principal was then Manager of the corporation; that I know his signature, and his signature thereto is genuine; and that the Bond was duly signed, sealed and attested for and on behalf of the corporation by authority of its governing body.

Vette Zuluaga (SEAL)
Secretary

TO BE EXECUTED BY CORPORATE SURETY

~~Attest~~ Witness:


(Secretary)

Eileen Heard

Performance Bond #: 0265350

Berkley Insurance Company

(Corporate Surety)

475 Steamboat Road

Greenwich, CT 06830

(Business Address)

By:


(Affix Corporate Seal) Kevin R. Wojtowicz

Attorney-in-Fact &

FL Licensed Agent

(Attorney-In-Fact)

Acrisure, LLC

(Name of Local Agency)

1000 Central Avenue, Suite 200

St. Petersburg, FL 33705

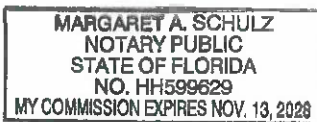
(Business Address)

727-209-1803

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared,
Kevin R. Wojtowicz, to me well known, who being by
me first duly sworn upon oath, says that he is the attorney-in-fact for the
Berkley Insurance Company and that he has been authorized by
Berkley Insurance Company to execute the foregoing Bond on behalf of the
CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 5th day of December, 2024.





Notary Public, State of Florida

Margaert A. Schulz

My commission expires: See Stamp

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

DocuSigned by:



By

E07CB57F2519477...
Douglas R. Gonzales

DocuSigned by:



By

A6200B473E98424...
Stephanie Tinsley
Financial Services Director

- END OF SECTION -

PAYMENT BOND
(PAYMENT BOND #: 0265350)

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>The Stout Group, LLC</u>	<u>10850 N.W. 138th Street, Bay #3, Miami, FL 33018</u>	<u>954-629-6220</u>
Name	Address	Tel. No.
As Principal and <u>Berkley Insurance Company</u>	<u>475 Steamboat Road, Greenwich, CT 06830</u>	<u>203-542-3800</u>
Name	Address	Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA ("City"), in the sum of _____

Seven Hundred Thousand Four Hundred Eight Dollars (\$ 700,408.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written Contract dated the 16 day of January, 2025, entered into between the Principal and the City of Hollywood, Florida for the work related to **DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS, Bid No. IFB-223-24-AR.**

Which Contract is by reference made a part hereof and is referred to as the "Contract".

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

The Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or any other changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the work or to the Specifications.


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

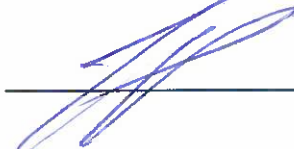
Without modifying the foregoing, this bond shall be construed as requiring of the principal and Surety no more and no less than is specified in F.S. Section ~~255.05~~

SIGNED AND SEALED this 13th day of December, 2024

PRINCIPAL: The Stout Group, LLC

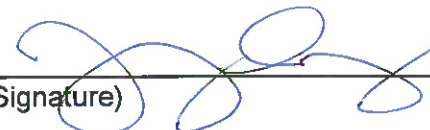
ATTEST:





(SEAL)

Payment Bond #: 0265350



(Signature)
manager


(Title)




SURETY:

Berkley Insurance Company
(Surety)

ATTEST:



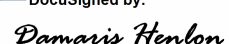
Eileen Heard, Witness



(Signature) Kevin R. Wojtowicz
Attorney-in-Fact &
FL Licensed Agent

(Attorney-in-Fact)

APPROVED AS TO FORM:

DocuSigned by:

By Douglas R. Gonzales
City Attorney



APPROVED AS TO FINANCE:

DocuSigned by:

By Stephanie Tinsley
Financial Services Director

- END OF SECTION -

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Charles D. Nielson; Charles J. Nielson; Donald A. Lambert, III; Joseph P. Nielson; Jarrett Merlucci; David R. Hoover; Brett Rosenhaus; Laura D. Mosholder; Dale A. Belis; or Kevin R. Wojtowicz of Acrisure Southeast Partners Insurance Services, LLC of Leesburg, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By *Philip S. Welt*
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By *Jeffrey M. Hafter*
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____, _____



Vincent P. Forte
Vincent P. Forte

EXHIBIT B
GENERAL CONDITIONS

Index to Articles

	<u>Page</u>
Article 1 Definitions	5-7
Article 2 Organizational Abbreviations	8-9
Article 3 Miscellaneous Preliminary Matters	
3.1 Contract Document Discrepancies	10
3.2 Submissions	10
3.3 Pre-Construction Conference	10
3.4 Contract Time	10
3.5 Computation of Time	10
3.6 Commencement of Work	10
3.7 Extension of Contract Time	10
3.8 Notice and Service Thereof	11
3.9 Separate Contract	11
3.10 Assignments of Contract	11
3.11 Patents	11
3.12 Federal Excise Tax	11
3.13 Savings Due to Excise Tax Exemptions	12
3.14 Overtime Work	12
3.15 Inspections and Testing During Overtime	12
3.16 Nights, Sunday or Holiday Work	13
3.17 Injury or Damage Claims	13
Article 4 Contract Documents	
4.1 Intent	14
4.2 Order of Precedence of Contract Documents	14
4.3 Reference to Standards	14
Article 5 Bonds and Insurance	
5.1 Bid Guarantee	15
5.2 Performance and Payment Bond	15
5.3 Signatures	15
5.4 Insurance Coverage	15
5.5 Certificates of Insurance	16
5.6 Insurance Limits of Liability	16

Page

Article 6	Availability of Land; Reference Points	
6.1	Rights-Of-Way	17
6.2	Permits	17
6.3	Lines and Grades	17
Article 7	Contractor's Responsibilities	
7.1	Laws/Regulations to Be Observed	18
7.2	Indemnification of City	18
7.3	Guarantee of Payments	18
7.4	Permits and Licenses	18
7.5	Emergencies	18
7.6	Substitutes or "Or Equal"	18-20
7.7	Shop Drawings	20-21
7.8	Personnel	21-22
7.9	Safety and Protection	22
7.10	Traffic Control, Public Safety and Convenience	22-23
7.11	Use of Explosives	23
7.12	Loading of Structures	23
7.13	Concerning Subcontractors	23-24
7.14	Materials and Equipment	24-25
7.15	Temporary Utilities	25
7.16	Review of Records	25
7.17	Use of Premises	25
7.18	Contractor's Daily Reports	26
7.19	Record Documents	26
7.20	Cleanliness of the Site	26
7.21	Dust Control	26
7.22	Continuing the Work	26
7.23	Indemnification	26-27
Article 8	City's Responsibility	
8.1	Communications	27
8.2	Furnish Contract Documents	27
8.3	Furnish Right-of-Way	27
8.4	Timely Delivery of Materials	27
Article 9	Engineer's and Project Manager's Status	
9.1	Authority of the Engineer and Project Manager	28
9.2	Access to the Work	28
9.3	Limitations on the Engineer's and Project Manager's Responsibilities	28-29
9.4	Inspectors	29
9.5	Inspections	29-30

Page

Article 10	Changes in the Work/Contract Price	
10.1	Changes in Work and Terms	31
10.2	Clarifications	31
10.3	Change Orders	31-32
10.4	Value of Change Order Work	32-35
10.5	Notification and Claim for Change of Contract Price	35
10.6	Notice of Change	35
10.7	Records	35-36
10.8	Cancelled Items and Payments Therefore	36
10.9	Full Payment	36
Article 11	Changes in the Contract Time	
11.1	Change Order	37
11.2	Notice	37
11.3	Basis for Extension	37
11.4	Change of Time due to Contract Execution Problems	37
11.5	Change of Time due to Change Order Evaluation	37
11.6	Change of Time and Inspection and Testing	38
11.7	Change of Time and Defective Work	38
11.8	Liquidated Damages	38
Article 12	Warranty and Guarantee; Test and Inspections; Correction, Removal or Acceptance of Defective Work	
12.1	Warranty and Guarantee	39
12.2	Tests and Inspections	39
12.3	Uncovering Work	39-40
12.4	City May Stop the Work	40
12.5	Correction or Removal of Defective Work	40
12.6	One Year Correction Period	40
12.7	Acceptance of Defective Work	40
12.8	City May Correct Defective Work	40-41
Article 13	Payments to the Contractor	
13.1	Basis of Payment	42
13.2	Unit Price Inclusion	42
13.3	Schedule of Values	42
13.4	Changed Conditions	42
13.5	Application for Progress Payment	42
13.6	Payment for Materials	42
13.7	Affidavit Required	43
13.8	Retainage	43
13.9	Contractor's Warranty of Title	43
13.10	Review of Application for Payment	43
13.11	Payment to the Contractor	43

		<u>Page</u>
Article 14	Substantial Completion, Partial Utilization, Final Clean Up, Inspection, Payment and Acceptance	
14.1	Substantial Completion	44
14.2	Partial Utilization	44-45
14.3	Final Clean-Up	45
14.4	Final Inspection	45
14.5	Final Application for Payment	45
14.6	Final Payment and Acceptance	46
14.7	Payment of Retainage without Final Completion	46
14.8	Contractor's Continuing Obligation	46
14.9	Waiver of Claims	46
Article 15	Suspension of Work and Termination	
15.1	City May Suspend Work	47
15.2	City May Terminate	47-48
15.3	Contractor May Stop Work or Terminate	48-49

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

CHANGE ORDER - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

CITY (OWNER) - The City of Hollywood, Florida.

COMMERCIALLY USEFUL FUNCTION - shall exist when the Local MBE/SBE is responsible for execution of the Work for the Contract and is carrying out the responsibilities by actually performing, managing and supervising the Work involved. The Local MBE/SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, and ordering the material, and installing same. A commercially useful function is not performed if the role of the qualified Local MBE/SBE is that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of qualified local MBE or qualified local SBE participation.

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

CONTRACT - The written agreement between the CITY and the CONTRACTOR covering the Work to be performed in accordance with the other Contract Documents that are attached to the Contract and made a part thereof. May also be referred to as "Agreement."

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

CONTRACT DOCUMENTS - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

CONTRACT PRICE - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

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

CONTROL - shall mean having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions that may influence and chart the future course of the business.

DATE OF SUBSTANTIAL COMPLETION - The date when the Work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended as determined and accepted by the ENGINEER AND PROJECT MANAGER.

DAYS - Calendar days of 24 hours measured from midnight.

DRAWINGS - The drawings which show the character and scope of the Work to be performed and which have been prepared by the DESIGN ENGINEER approved by PROJECT MANAGER and are referred to in and are a part of the Contract Documents.

ENGINEER - Licensed Design Professional of Record (Engineer, Architect or Landscape Architect).

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

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

INEXCUSABLE DELAY - Any delay caused by events or circumstances within the control of the CONTRACTOR not specified in the definition of excusable delay.

INSPECTOR - The authorized field representative of the PROJECT MANAGER.

LIQUIDATED DAMAGES - The amount prescribed in the General Requirements to be paid to 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. Liquidated damages are not a penalty but rather, a good faith estimate of the damages resulting from delays in completing the Work.

LOCAL BUSINESS – shall mean a business that is duly licensed and authorized to engage in the business at issue and that maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Hollywood, Florida. A Post Office Box (P.O. Box) shall not be sufficient to constitute a “local business.” The business has the burden of demonstrating that it meets this definition.

MINORITY – shall mean a person who is a citizen or lawful permanent resident of the United States and who is a Woman, Black American, Hispanic American, Native American, Asian Pacific American, Subcontinent Asian American or other minorities found to be disadvantaged by the SBA.

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

MINORITY BUSINESS ENTERPRISE – shall mean a currently functioning business enterprise that (a) is an independent for profit business concern that is at least 51% owned by minority group member(s); (b) is independently operated and controlled by the minority group member(s); (c) demonstrates the capability to perform a line of business; (d) provides a commercially useful function according to the customs and practices of the industry, and (e) is qualified by the City of Hollywood, Florida.

NOTICE TO PROCEED - A written notice by the PROJECT MANAGER 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/its obligations under the Contract Documents.

PROJECT MANAGER - The Director of Design and Construction Management of the CITY of Hollywood, Florida, or his authorized designee.

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

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

SMALL BUSINESS ENTERPRISE – shall mean a currently functioning business enterprise which (a) is an independent for profit concern that is at least 51% owned by non-minority group member(s); (b) is independently operated and controlled by the non-minority group member(s); (c) demonstrates the capability to perform in a line of business; (d) provides a commercially useful function according to the customs and practices of the industry; and (e) is qualified by the City of Hollywood, Florida.

NOTE: In the event 50% of the local business is owned by a minority group member and 50% of the local business is owned by a non-minority group member, the designation selected on the Local Minority Business Enterprise and Local Small Business Enterprise Program application will be accepted.

SMALL BUSINESS NET WORTH SIZE STANDARD – The size standard for a minority business enterprise and a small business enterprise that participates in the City of Hollywood's Local MBE/SBE Program shall mean an independently owned and operated business concern that employs 50 or fewer permanent full-time employees and whose annual net worth does not exceed \$2,000,000. To determine the net worth, the City shall consider the most recent annual financial statement for the business or, in the case of sole proprietorships, annual financial statements for the business and the business owner. The applicant must provide documentation to demonstrate that the business employs 50 or fewer permanent full-time employees averaged over a two year period.

SPECIFICATIONS - Division 1 through 50 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

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

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY with and for the CONTRACTOR to ensure 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 improvements, including all alterations, modifications, amendments or extension thereto made by Change Orders.

ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

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

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

NEMA: National Electrical Manufacturers Association

NFPA: National Fire Protection Association

OSHA: Occupational Safety and Health Act

PCI: Prestressed Concrete Institute

SFBC: South Florida Building Code, Broward Edition, Latest Revision

SFWMD: South Florida Water Management District

SSPC: Structural Steel Painting Council

UL: Underwriters' Laboratories, Inc.

UNCLE: Utility Notification Center for Location before Excavation (1-800-432-4770)

USEPA: United States Environmental Protection Agency

USGS: United States Geological Survey

WWEMA: Water and Wastewater Equipment Manufacturers Association

ARTICLE 3 - MISCELLANEOUS PRELIMINARY MATTERS

3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 15 in the Instructions to Bidders, the CONTRACTOR shall submit to the PROJECT MANAGER an estimated progress schedule indicating the starting and completion days of the various stages of the Work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Section 01 34 00 of Division 1 - General Requirements.

3.3 Pre-construction Conference:

The Contractor will be required to attend a mandatory Pre- Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the Parties as to the Work.

3.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in the Supplemental General Conditions Construction Work Schedule Major milestone 1 and 2 and as modified by any subsequent Change Orders. Unless the CONTRACTOR fails to complete the requirements of the Instructions to Bidders, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in the Proposal.

3.5 Computation of Time:

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

3.6 Commencement of Work:

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

3.7 Extension of Contract Time:

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the Work as a whole arose in accordance with Article 11, Changes in Contract Time and that such delays did or will, in fact, delay the progress of Work as a whole. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

3.8 Notice and Service Thereof:

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

3.9 Separate Contract:

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

3.10 Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made.

3.11 Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner, and a copy of this Contract shall be filed with the PROJECT MANAGER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall defend, indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process to be performed under the Contract, and shall indemnify the CITY from any costs, expenses, and damages which it may be obliged to pay by reason of such infringement, at any time during the prosecution or after the completion of the Work.

3.12 Federal Excise Tax:

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

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the federal government.

3.13 Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods, supplies and equipment that 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 that 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 00 80 00 of the Contract Documents. Even though CITY may purchase such goods, supplies and equipment, the goods, supplies and equipment shall be stored at the site in the same manner as goods, supplies and equipment purchased by CONTRACTOR.

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

3.14 Overtime Work:

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

3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal Work schedule that does not exceed eight hours per day in a normal Work day, nor 40 hours per week in a normal Work week. Normal Work days shall be Monday through Friday. Whenever CONTRACTOR'S Work requires scheduled overtime, unless such overtime Work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission from the CITY. A Change Order

shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of \$80.00 per hour, with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime Work force size of 50 or more persons, a second Inspector will be required and the costs for two Inspectors will be \$160.00 per hour.

3.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the PROJECT MANAGER, 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 the hours of 6:00 p.m. and 8:00 a.m. will be permitted, except in case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday Work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including the CITY Police Department, Fire Department, and Code Enforcement Department.

3.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of CITY as are set forth in Section 768.28, Florida Statutes.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 Intent:

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the Work in total accordance with the Contract 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.

4.2 Order of Precedence of Contract Documents:

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

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings
6. Invitation For Bid

Within the Specifications, the order of precedence is as follows:

1. Addenda
2. Notice to Bidders
3. Instructions to Bidders
4. Supplementary General Conditions
5. General Conditions
6. Division 1, General Requirements
7. Technical Specifications
8. Referenced Standard Specifications

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

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

4.3 Reference To Standards:

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

ARTICLE 5 - BONDS AND INSURANCE

5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the NOTICE TO BIDDERS. This Guarantee may be a Certified or Cashier's Check on a solvent national or state bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR'S obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

5.3 Signatures:

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

5.4 Insurance Coverage:

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

- A. Claims under Workmen's Compensation, Disability Benefit and other similar employer's liability acts;
- B. Claims for damages because of bodily injury, sickness or disease, or death, 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 covered by personal injury liability 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.

5.5 Certificates of Insurance:

Within ten days of award, the Contractor shall obtain a Certificate of Insurance reflecting the necessary coverages and endorsements as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CITY. The City of Hollywood must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X, respectively, in the latest edition of "Best Key Rating Guide" published by A.M. Best Company.

5.6 Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 2 of the Supplementary General Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR'S obligations under the Contract Documents.

The level required in Section 2 of the Supplementary General Conditions will not be reduced for any reason.

ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

6.1 Rights-of-Way:

Lands or Rights-of-Way for the Work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense, provided that the CONTRACTOR shall not, and the CITY nor the PROJECT MANAGER shall be liable for any claims or damages resulting from the CONTRACTOR'S unauthorized trespass or use of any such properties.

6.2 Permits:

When required by Article 21 of the Instruction to Bidders, 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 PROJECT MANAGER that such permission has been granted, before Work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

6.3 Lines and Grades:

The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the Work.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Laws/Regulations to Be Observed:

The CONTRACTOR shall familiarize himself/itself and comply with all federal, state, county and CITY laws, by-laws, ordinances or regulations controlling the action or operation of those engaged or employed in the Work or affecting material used, and govern himself in accordance with them. He shall defend, indemnify, and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees or Subcontractors.

7.2 Indemnification of City:

- (a) CONTRACTOR shall, at all times, indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants or employees in the performance of services under this Contract.
- (b) CONTRACTOR further agrees, at all times, to indemnify, hold harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under the Contract Documents.
- (c) The obligations of the CONTRACTOR above shall not extend to the liability of the City of Hollywood.
- (d) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

7.3 Guarantee of Payments:

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

7.4 Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the Florida Building Code, latest edition.

7.5 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROJECT MANAGER prompt written notice of any significant changes in the Work or deviations from the Contract Documents resulting therefrom.

7.6 Substitutes or "Or Equal":

A. Substitutes or "Or-Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER'S PRIOR WRITTEN ACCEPTANCE, which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER is as follows:

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

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

10. Provide any additional data about the proposed substitute as the ENGINEER may require of the CONTRACTOR.

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

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 A.

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

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

E. Any and all costs resulting from changes to/adaptations of the Work shall be paid by the CONTRACTOR, including but limited to design, materials, installation, etc.

7.7 Shop Drawings:

Shop Drawing submittals shall be as follows:

A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components, along with a Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications and all other submittal requirements.

B. Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer of the discipline involved.

C. The CONTRACTOR shall thoroughly review and check the Shop Drawings and each 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.

D. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the ENGINEER along with his comments as to compliance, non-compliance, or features requiring special attention.

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

7.8 Personnel:

A. Supervision and Superintendence:

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

B. Workforce:

- 1. None but skilled workers shall be employed on Work requiring special qualifications. When required in writing by the PROJECT MANAGER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the PROJECT MANAGER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the Work except with the consent of the PROJECT MANAGER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.
- 2. With respect to all skilled, semi-skilled and unskilled workers employed on the Project under the 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 the 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 that they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for mentally defective persons shall be employed on a Project under the Contract without specific approval of the PROJECT MANAGER.

3. No discrimination shall be made in the employment of persons on the Work by the CONTRACTOR or by any Subcontractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable state and federal laws in this regard.

7.9 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

B. Responsibilities:

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

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

C. Designated Safety Officer:

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

D. Protection of the Work:

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

7.10 Traffic Control, Public Safety and Convenience:

- A. The CONTRACTOR shall at all times conduct the Work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the Work.
- B. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT (954) 921-3610 AT LEAST 48 HOURS IN ADVANCE.
- C. Streets shall not be closed, except when and where directed by the PROJECT MANAGER, and whenever a street is not closed, the Work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.
- D. When permission has been granted to close an existing roadway or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the PROJECT MANAGER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the PROJECT MANAGER may direct.
- E. During working hours, the CONTRACTOR shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new Work. Failure to comply with this requirement will result in the PROJECT MANAGER shutting down the Work until the CONTRACTOR shall have provided the necessary protection.
- F. No separate payment will be made for such signs, barricades, lights, flags, watchmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.
- G. Sidewalks, gutters, drains, fire hydrants and private drives shall, 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.
- H. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

7.11 Use of Explosives:

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

7.12 Loading of Structures:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or

adjacent property to stresses or pressures that will endanger it.

7.13 Concerning Subcontractors:

- A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the Work as determined by the Contract Price. Each Subcontractor shall be properly licensed for the type of Work he is to perform.
- B. A copy of each subcontract shall be filed promptly with the PROJECT MANAGER upon request. Each subcontract 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 subcontract. Each subcontract shall provide for annulment of same by the CONTRACTOR upon written order of the PROJECT MANAGER if the subcontractor fails to comply with the requirements of this Contract.

The CONTRACTOR shall be responsible to the CITY and ENGINEER for the acts and omissions of his subcontractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the CITY or ENGINEER, nor relieve the CONTRACTOR of any liability or obligation under the Contract.

7.14 Materials and Equipment:

- A. Material for the Work:
 - 1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
 - 2. Unless otherwise specified, shown or permitted by the PROJECT MANAGER, all material and equipment incorporated in the Work shall be new and of current manufacture. The PROJECT MANAGER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.
 - 3. The ENGINEER may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the ENGINEER may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the ENGINEER that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the Work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.
 - 4. All packaged manufactured products for use on the Work shall be delivered to the Work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.
 - 5. Wherever any product or material is selected to be used on the Work, all such products or material shall be of the same brand and manufacture throughout the Work.
 - 6. All equipment, tools and machinery used for handling material or executing any part of the Work shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the Work shall be such that no injury to personnel, the Work, adjacent

property or other objects will result from its use.

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

B. Storage of Materials:

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.

1. Materials stored in public Rights-of-Way shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 7.10. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.
2. 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 PROJECT MANAGER. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.
3. The protection of stored materials shall be the CONTRACTOR'S responsibility, and the CITY 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 that meets the requirements of the Contract Documents. For that material that the CITY desires to retain, the CONTRACTOR shall, at his expense, transfer the material to a site within the CITY as designated by the PROJECT MANAGER. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR'S expense.

7.15 Temporary Utilities:

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

7.16 Review of Records:

The CONTRACTOR shall allow and permit the PROJECT MANAGER 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 subcontracts.

7.17 Use of Premises:

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or required by the Contract Documents, and shall not interfere with the premises or operation of the CITY Utilities facilities with construction equipment or other materials or equipment. Construction that interferes with Plant Operations shall be fully coordinated with and approved by the PROJECT MANAGER.

7.18 CONTRACTOR'S Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the Work. The daily report shall be completed on forms approved by the PROJECT MANAGER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19 Record Documents:

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

7.20 Cleanliness of the Site:

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

7.21 Dust Control:

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

7.22 Continuing the Work:

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

7.23 Indemnification:

In consideration of the amount listed in the Schedule of Prices Bid and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding

negligence of the CITY) in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the CONTRACTOR or his subcontractor, agents, servants or employees.

CONTRACTOR agrees to defend, indemnify, and save harmless the CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the CONTRACTOR, his subcontractor, agents, servants, or employees. CONTRACTOR further agrees to defend, indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above and elsewhere in the Contract Documents shall obligate the CONTRACTOR to defend, at his own expense, or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CITY that may result from the operations and activities under this Contract, whether the construction operations be performed by the CONTRACTOR, his subcontractors or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY set forth in Section 768.28, Florida Statutes or otherwise at law.

The CITY will pay to the CONTRACTOR the specific consideration in the amount stated in the Schedule of Prices Bid. The CONTRACTOR shall acknowledge the receipt of payment and other good and valuable consideration from the CITY that has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Section 725.06, Florida Statutes.

ARTICLE 8 - CITY'S RESPONSIBILITIES

8.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the PROJECT MANAGER.

8.2 Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

8.3 Furnish Right-of-Way:

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

8.4 Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

ARTICLE 9 – ENGINEER AND PROJECT MANAGER'S STATUS

9.1 Authority of the ENGINEER and PROJECT MANAGER:

- A. The general supervision of the execution of the Contract is vested in the PROJECT MANAGER, who is the CITY's sole representative during the construction period. The instructions of the PROJECT MANAGER are to be strictly and promptly followed in every case. The CONTRACTOR'S representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the PROJECT MANAGER during the absence of the CONTRACTOR.
- B. The PROJECT MANAGER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work. Claims, disputes and other matters relating to the acceptability of Work or requirements of the Contract Documents shall be referred in writing to the PROJECT MANAGER within 15 days of the event, with a request for a formal decision, which the PROJECT MANAGER will render in writing within a reasonable time. This rendering of a decision by the PROJECT MANAGER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.
- C. The PROJECT MANAGER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he or she shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or PROJECT MANAGER believes a Change Order is justified, it shall be submitted as provided in the Contract Documents.
- D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, Work performed and the rate of progress of the Work. Verification of the quantities of Work performed for pay purposes is the responsibility of the PROJECT MANAGER.
- E. The ENGINEER also has the authority to disapprove or reject Work that is defective, and may require special inspection or testing of the Work, whether or not it is fabricated, installed or completed.
- F. The PROJECT MANAGER has the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to the unsuitable prosecution of the Work or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the Work and shall not remove any equipment, tools, lumber or other materials without the written permission of the PROJECT MANAGER.

9.2 Access to the Work:

- A. The PROJECT MANAGER is to have free access to the materials and Work at all times for laying out, measuring, or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

9.3 Limitations on the ENGINEER and PROJECT MANAGER'S Responsibilities:

Neither the ENGINEERS nor PROJECT MANAGER'S authority to act under this Article or elsewhere in the Contract Documents, nor any decision made by the ENGINEER or

PROJECT MANAGER in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the ENGINEER or PROJECT MANAGER to the CONTRACTOR, any subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

- A. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of the ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the Work.
- B. The ENGINEER will not be responsible for the CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- C. The ENGINEER or PROJECT MANAGER will not be responsible for the acts or omissions of the CONTRACTOR or of any subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

9.4 Inspectors:

- A. Inspectors employed by the CITY assist the PROJECT MANAGER in ascertaining that the Work conforms to the Contract Documents and are authorized to inspect all Work done and material furnished as representatives of the PROJECT MANAGER. Inspectors shall be stationed at the site of the Work to report to the PROJECT MANAGER as to the progress of the Work and the quality of workmanship and material.
- B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the Work until the question at issue can be referred to and decided upon by the ENGINEER.
- C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the Work. After placing the order in the hands of the supervisor or person in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.
- D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the Work by the latter. Any instructions that Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.
- E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of the Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

9.5

Inspections:

- A. The ENGINEER and PROJECT MANAGER will make, or have made, such inspections and tests as he deems necessary to assure that the Work is being accomplished in accordance with the requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.
- B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material that may be furnished by the CITY and used in the Work thus removed shall be borne by the CONTRACTOR, regardless of whether the Work removed is found to be defective or not. Work covered up without the authority of the ENGINEER and PROJECT MANAGER shall, upon order of the ENGINEER and PROJECT MANAGER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the Work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.
- C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the CITY shall be paid by the CONTRACTOR.
- D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the Work in strict conformance with the requirements of the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

10.1 Changes in the Work or Terms of Contract Documents:

- A. Without invalidating the Contract and without notice to any Surety, CITY reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete, fully and acceptably, the proposed construction in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Clarifications or Change Orders.
- B. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the Parties, with the same formality and of equal dignity prior to the initiation of any Work reflecting such changes.

This section shall not prohibit the issuance of Change Orders executed only by CITY as provided.

10.2 Supplemental Instructions - Clarifications:

- A. The CITY, through the PROJECT MANAGER, shall have the right to approve and issue Clarifications setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Clarifications involve no change in the Contract Price or the Contract Time.
- B. The PROJECT MANAGER shall have the right to approve and issue Clarifications setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Clarifications involve no change in the Contract Price or the Contract Time.

10.3 Change Orders:

- A. Changes in the quantity or character of the Work within the scope of the Project that are not properly the subject of Clarifications, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by or Change Orders approved in advance and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.
- B. CONTRACTOR shall not start Work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the CITY. Upon receipt of an approved Change Order, CONTRACTOR shall promptly proceed with the Work set forth within the document.
- C. Change Orders shall be issued for change in Contract Price related to Cost Allowances specifically included on the Proposal Bid Form. Change Orders shall be issued when required for all other Contract Price Changes. Hereinafter, the term "Change Order(s)" shall be used to include "Change Orders" with the exception that Change Order shall not be used for any Contract Time adjustments.
- D. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY

reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed Work, or the Work shall be performed on the "cost of work" basis as described in Article 10.4.

- E. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.
- F. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY.

10.4 Value of Change Order Work:

- A. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - A.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 10.4.G.
 - A.2 By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.
 - A.3 On the basis of the "cost of work," determined as provided in this Article, plus a CONTRACTOR's fee for overhead and profit that is to be determined as provided in Article 10.4.D.
- B. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 10.4.C.
 - B.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by CITY.
 - B.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and

equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of PROJECT MANAGER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of the agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- B.3 Payments made by CONTRACTOR to subcontractors for Work performed by subcontractors, if required by CITY, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY, who will then determine, with the advice of PROJECT MANAGER, which bids will be accepted. If the subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- B.4 Cost of special engineers, including but not limited to engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the Work described in the Change Order.
- B.5 Supplemental costs including the following:
The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

Sales, use, or similar taxes related to the Work and for which CONTRACTOR is liable, imposed by any governmental authority. Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. The cost of utilities, fuel and sanitary facilities at the site. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

Cost of premiums for additional bonds and insurance required because of changes in the Work.

- C. The term "cost of the work" shall not include any of the following:

- C.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the Work and not specifically included in the agreed-upon

schedule of job classifications referred to in this Article, all of which are to be considered administrative costs covered by CONTRACTOR'S fee.

- C.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
 - C.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
 - C.4 Cost of premiums for all Bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
 - C.5 Costs due to the negligence or neglect of CONTRACTOR, any subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - C.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Section.
- D. CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:
- D.1 A mutually acceptable fixed fee or if none can be agreed upon;
 - D.2 A fee based on the following percentages of the various portions of the cost of the Work:
 - For costs incurred under Article 10.4.B.1, CONTRACTOR'S fee shall not exceed ten percent (10%);
 - For costs incurred under Article 10.4.B.3 and B.4, CONTRACTOR'S fee shall not exceed seven and one half percent (7.5%), and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall not exceed ten percent (10%);
 - No fee shall be payable on the basis of costs itemized under Article 10.4.B.5 and Article 10.4.C.
- E. The amount of credit to be allowed by CONTRACTOR to CITY for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in anyone change, the combined overhead and profit shall be figured on the basis of the net increase, if any. However, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.
- F. Whenever the cost of any work is to be determined pursuant to Articles 10.4.B and 10.4.C, CONTRACTOR will submit in a form acceptable to CONSULTANT an itemized cost breakdown together with the supporting data.

- G. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than 20% from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- H. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to ENGINEER and CITY:
 - H.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
 - H.2 Whenever a change involves CONTRACTOR and one or more subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each subcontractor shall be itemized separately.
- I. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

10.5 Notification and Claim for Change of Contract Price:

- A. Any claim for a change in the Contract Price shall be made by written notice by CONTRACTOR to the CITY and to ENGINEER within five calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within 20 calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim, and such notice shall be accompanied by CONTRACTOR'S written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of such event. All claims for changes in the Contract Price shall be in accordance with Articles 10.3 and 10.4 hereof if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

10.6 Notice of Change:

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

10.7 Records:

The CONTRACTOR'S representative and the PROJECT MANAGER 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 PROJECT MANAGER and shall be signed by both the Inspector and the CONTRACTOR'S representative, one copy being submitted to the PROJECT MANAGER and the other being retained by the CONTRACTOR.

10.8 Cancelled Items and Payments Therefore:

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

10.9 Full Payment:

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

ARTICLE 11 - CHANGES IN THE CONTRACT TIME

11.1 Change Order:

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

11.2 Notification and Claim for Change of Contract Time:

- A. Any claim for a change in the Contract Time shall be made by written notice by the CONTRACTOR to the CITY and to PROJECT MANAGER within five calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within 20 calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim, and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of such event. All claims for changes in the Contract Time shall be determined in accordance with Articles 10.3 and 10.4 hereof if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**
- B. The Contract Time will be extended an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made as provided in Article 11.2. Such delays shall include but not be limited to acts or neglect by any separate contractor employed by CITY, fire, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Basis for Extension:

Extensions of time shall be considered and will be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the Work as a whole arose in accordance with Article 12.3 or Article 15.1, and that such delays did or will, in fact, delay the progress of Work as a whole. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used.

11.4 Change of Time Due to Contract Execution Problems:

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

11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the PROJECT MANAGER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6 Change of Time and Inspection and Testing:

Neither observations by the ENGINEER or PROJECT MANAGER, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of a time extension.

11.7 Change of Time and Defective Work:

- A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule and will be excluded from a time extension, and the recovery of delay damages due to the uncovering.
- B. If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

11.8 Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 3 of the Supplementary General Conditions.

ARTICLE 12 - WARRANTY AND GUARANTEE;
TEST AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

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

12.2 Tests and Inspections:

- A. The CONTRACTOR shall give the PROJECT MANAGER and, when appropriate, the Building Department and other regulatory authorities that have jurisdiction over the Work, timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, EXCEPT THAT should the 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 such tests and inspections.
- D. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to ENGINEER's acceptance thereof for incorporation in the Work and as otherwise specified in the Contract Documents.
- E. Neither observations by the ENGINEER or PROJECT MANAGER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

12.3 Uncovering Work:

- A. If any Work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER or PROJECT MANAGER, it must, if requested by the ENGINEER and PROJECT MANAGER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR'Ss expense.
- B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of Work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.
- C. If the ENGINEER and PROJECT MANAGER considers it necessary or advisable that Work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER or PROJECT MANAGER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as the

ENGINEER and PROJECT MANAGER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor in accordance with Article 10.2 and Article 11.2.

12.4 City May Stop the Work:

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

12.5 Correction or Removal of Defective Work:

If required by the ENGINEER or PROJECT MANAGER, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the ENGINEER or PROJECT MANAGER, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the ENGINEER or PROJECT MANAGER, remove it from the site and replace it with non-defective Work or materials.

12.6 One- Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion, as applicable, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the ENGINEER's or PROJECT MANAGER'S written instructions, either correct such defective Work, or if it has been rejected by the ENGINEER or PROJECT MANAGER, 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 ENGINEER or PROJECT MANAGER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

12.7 Acceptance of Defective Work:

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

12.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER or

PROJECT MANAGER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by the ENGINEER or PROJECT MANAGER in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph, the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR'S services related thereto, take possession of the CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY'S representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the ENGINEER or PROJECT MANAGER, 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 limitation, compensation for additional professional services required and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights hereunder.

ARTICLE 13 - PAYMENTS TO THE CONTRACTOR

13.1 Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values, which have been incorporated in the Work acceptable to the PROJECT MANAGER.

13.2 Unit Price Inclusion:

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

13.3 Schedule of Values: (Lump Sum Price Breakdown)

A Schedule of Values must be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required in Article 16 of the Instructions to Bidders. The schedules shall be satisfactory in form and substance to the PROJECT MANAGER 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 PROJECT MANAGER, it shall be incorporated into a form of Application for Payment acceptable to the PROJECT MANAGER.

13.4 Changed Conditions: (Unit Price Only)

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

13.5 Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the PROJECT MANAGER 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 an updated progress schedule for review and approval of the pay application. The Application for Payment shall be accompanied by a Schedule of Values and any other supporting documentation as the PROJECT MANAGER may reasonably require.

13.6 Payment for Materials:

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

13.7 Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 5%.

13.8 Retainage:

The amount of retainage with respect to progress payments will be 5% until 50% completion of the construction services purchased pursuant to the Contract. After 50% completion of the construction services purchased pursuant to the Contract, the CITY shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR. For purposes of this paragraph, the term "50% completion" means the point at which the CITY has expended 50% of the total cost of the construction services purchased as identified in the Contract, together with all costs associated with existing Change Orders and other additions or modifications to the construction services provided for in the Contract.

13.9 CONTRACTOR'S Warranty of Title:

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

13.10 Review of Application for Payment:

The PROJECT MANAGER will, within seven days, review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the PROJECT MANAGER 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 PROJECT MANAGER'S opinion to protect the CITY from loss because:

- A. The Work is defective, or completed Work has been damaged requiring correction or replacement.
- B. Written claims have been made against the CITY or Liens have been filed in connection with the Work.
- C. The Contract Price has been reduced because of Change Order.
- D. The CITY has been required to correct defective Work or complete the Work in accordance with Article 12.8.
- E. The CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents.
- F. The CONTRACTOR'S failure to make payment to subcontractors, or for labor, materials or equipment.

13.11 Payment to the Contractor:

Payments are made only on the 15th day or first workday thereafter of each month.

**ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION,
FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE**

14.1 Substantial Completion:

When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall, in writing to the PROJECT MANAGER, certify that the entire Work is substantially complete and request that the PROJECT MANAGER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the CONTRACTOR and the ENGINEER and PROJECT MANAGER shall make an inspection of the Work to determine the status of completion. If the ENGINEER and PROJECT MANAGER do not consider the Work substantially complete, the ENGINEER and PROJECT MANAGER will notify the CONTRACTOR, in writing, giving his reasons therefor. If the ENGINEER and PROJECT MANAGER considers the Work substantially complete, the ENGINEER and PROJECT MANAGER will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed Punch List, developed by the CONTRACTOR, of items to be completed or corrected before final payment.

Within 10 days after delivery of the certificate, the CITY shall review the proposed Punch List and either approve it or contact the CONTRACTOR to commence good faith efforts to develop a Punch List that is satisfactory to both parties. If the Parties are unable to resolve any differences they may have in the development of the Punch List, the ENGINEER shall resolve their differences. The Parties shall expedite the process of developing the Punch List with the intent of finalizing the Punch List within 30 days after the date of Substantial Completion.

At the time of delivery of the Certificate of Substantial Completion, the PROJECT MANAGER will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, and insurance, which will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

14.2 Partial Utilization:

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

- A. The PROJECT MANAGER at any time may request, in writing, that the CONTRACTOR permit the CITY to use any such part of the Work that the PROJECT MANAGER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the PROJECT MANAGER that that part of the Work is substantially complete and request the ENGINEER and PROJECT MANAGER to issue a Certificate of Substantial Completion for that part of the Work. The CONTRACTOR, at any time, may notify the PROJECT MANAGER, in writing, that the CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete

and request the ENGINEER and PROJECT MANAGER to issue a Certificate of Substantial Complete for that part of the Work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER or PROJECT MANAGER shall make an inspection of that part of the Work to determine its status of completion. If the ENGINEER or PROJECT MANAGER does not consider that part of the Work to be substantially complete, the ENGINEER or PROJECT MANAGER will notify the CONTRACTOR, in writing, giving the reasons therefore. If the ENGINEER or PROJECT MANAGER considers that part of the Work to be substantially complete, the provisions of Article 14.1 will apply with respect to the issuance of a Certificate of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the Work shall be borne by the CONTRACTOR. Upon issuance of a written notice of partial utilization, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

14.3 Final Clean-Up:

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

14.4 Final Inspection:

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

14.5 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and PROJECT MANAGER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents), all as required by the Contract Documents and after the ENGINEER and PROJECT MANAGER has indicated that the Work is acceptable (subject to the provisions of Article 14.9), the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete

and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full, an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the CITY or the CITY'S property might in any way be responsible, have been paid or otherwise satisfied, and consent of the Surety, if any, to final payment. If any subcontractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

14.6 Final Payment and Acceptance:

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

14.7 Payment of Retainage Without Final Completion:

If through no fault of the CONTRACTOR, final completion of the Work is significantly delayed and if the PROJECT MANAGER so confirms, the CITY shall, upon receipt of the CONTRACTOR'S final Application for Payment and recommendation of the PROJECT MANAGER, and without terminating the Contract, 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 Contract, and if Bonds have been furnished as required in Article 5.2, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the PROJECT MANAGER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.8 CONTRACTOR'S Continuing Obligation:

The CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER and PROJECT MANAGER, 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 or any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the ENGINEER and PROJECT MANAGER pursuant to Article 14.6, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in Article 14.9).

14.9 Waiver of Claims:

The making and acceptance of final payment will constitute:

- Article
- A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens or from defective Work appearing after final inspection pursuant to 14.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein. However, it will not constitute a waiver by the CITY of any rights in respect of the CONTRACTOR'S continuing obligations under the Contract Documents.
 - B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 City May Suspend Work:

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

15.2 City May Terminate:

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

7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
 8. If the CONTRACTOR disregards the authority of the ENGINEER or PROJECT MANAGER.
 9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.
- B. The CITY shall provide written notice by CITY to CONTRACTOR of intent to terminate pursuant to Section 15.2(A) and CONTRACTOR shall have thirty (30) days to cure such claimed breach, unless a longer cure period is approved, in writing, by the PROJECT MANAGER, at his or her sole and absolute discretion ("Cure Period"). If the CONTRACTOR fails to cure the claimed breach at the satisfaction of the PROJECT MANAGER's sole and absolute discretion, during the Cure Period, CITY may terminate this Contract under this Provision. Upon termination of this Contract, the CITY may, 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 previously paid for by the CITY (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or CONTRACTOR'S Surety shall pay the difference to the CITY.
- C. Where the CONTRACTOR'S services have been 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 terminated by the CITY, the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.
- E. Upon seven days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include but not be limited to direct, indirect, and consequential costs (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs). Provided, nevertheless, that the City's rights under this paragraph shall not be exercised during a Cure Period, should the City have issued a notice of intent to terminate under paragraph B above.

15.3 Contractor May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than

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 performed and any expense sustained. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the Work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

- END OF SECTION -

EXHIBIT C

SUPPLEMENTARY GENERAL CONDITIONS

INDEX TO ARTICLES

1. Project Schedule	00800-2
2. Insurance Requirements	00800-3
3. Liquidated Damages	00800-5
4. Restricted Area	00800-6
5. Existing Facilities and Structures	00800-6
6. Explosives	00800-6
7. Contract Documents	00800-6
8. Required Notifications	00800-6
9. Notice of Completion	00800-9
10. Prevailing Wage Requirement	00800-6
11. Inspections and Testing During Overtime	00800-7
12. Retainage	00800-7
13. Owner's Contingency	00800-8
14. SRF Funding Requirements	00800-8

EXHIBIT C

General Note:

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

1. Project Schedule

Time is of the essence for this Work. The following defines the schedule for the project:

CONSTRUCTION WORK SCHEDULE
CONSTRUCTION / STARTUP / ACCEPTANCE:

<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>
1. Major Milestone – Substantial Completion ⁽¹⁾	120 Calendar Days
2. Major Milestone – Project Closeout ⁽²⁾	30 Calendar Days

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

- ⁽¹⁾ Substantial Completion
1. Refer to General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).
 2. Substantial Completion shall also include:
 - Record drawings received and accepted by the PROJECT MANAGER
 - The systems shall be tested and demonstrated for the ENGINEER’S and PROJECT MANAGER’S acceptance. The ENGINEER shall determine testing and demonstration sufficient for acceptance.
 - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the ENGINEER and PROJECT MANAGER.

CONTRACTOR shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

EXHIBIT C

(2) Project Closeout

1. Refer to Division 1 General Requirement, Section 01 70 00 Project Closeout.
2. Project Closeout shall also include:
 - All requirements of substantial completion met plus the following
 - Site cleanup and restoration completed
 - All other site Work completed
 - Minor punch list items completed (minor as defined by the ENGINEER in the field)
 - Demobilization completed
 - Releases from all parties who are entitled to claims

2. **Insurance Requirements**

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-VII, as per A.M. Best Company's Key Rating Guide, latest edition.

Any sub-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.

The Contractor shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. 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.

1. **Commercial 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:

- a. Premises Operations
- b. Products and Completed Operations
- c. Personal & Advertising Injury
- d. Damages to rented premises

The minimum limits acceptable shall be:

\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

The City of Hollywood shall be named as Additional Insured.

2. **Automobile Liability Insurance:**

EXHIBIT C

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

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit

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

\$ 500,000 per Person

\$1,000,000 per Occurrence

\$ 100,000 property damage

The City of Hollywood shall be named as Additional Insured.

3. **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:

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$500,000 Bodily Injury by Disease, each employee

4. **Professional Liability Insurance: N/A**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

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

If coverage is provided on a claims made basis an "extended reporting period" of (5) years will be required.

5. **Pollution Liability: N/A**

The minimum limits of liability shall be:

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

Including non-owned disposal sites.

EXHIBIT C

6. **Cyber Liability: N/A**

The minimum limits of liability shall be:

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

7. **Builders Risk: N/A**

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 affecting 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.

1. Deductible not to exceed \$100,000

3. **Liquidated Damages**

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete Work on time in accordance with the following schedule:

CONSTRUCTION/STARTUP/ACCEPTANCE:		
<u>Major Milestones</u>	<u>Completion Time (calendar days)</u>	<u>Liquidated Damages</u>
1. Substantial Completion	120	\$350/day
2. Project Closeout	30	\$175/day

The CITY is authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the Work under the Contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be \$525/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times. The Parties recognize and understand that liquidated damages are not a penalty for CONTRACTOR'S failure to comply with Contract deadlines, but rather, is a good faith estimate of the damages that the CITY will incur as a result of such failure.

4. **Restricted Area**

EXHIBIT C

The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. **Existing Facilities and Structures**

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. **Explosives**

Explosives shall not be used on this project.

EXHIBIT C

7. **Contract Documents**

The CITY will provide the CONTRACTOR with one set of Contract Documents after issuance of the Notice to Proceed.

8. **Required Notifications**

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site Work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets or alleyways, or other activity requiring the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY Fire and Police Communications Section at (954) 967-4321. The City Traffic Engineer, Rick Mitinger, must approve the Maintenance of traffic plan for any lane closures a minimum of 30 days prior to the scheduled closure.

9. **Notice of Completion**

See attached form.

10. **Prevailing Wage Requirement- NA**

A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her subcontractors on the Work covered by the Contract which shall be not less than the prevailing rate of wages and fringe benefits payment or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida, that is in effect prior to the date the CITY issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website <http://www.access.gpo.gov/davisbacon>).

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the Work classification for which no fringe benefit rate has been provided.

B. Upon commencement of Work, the CONTRACTOR and all of his/her subcontractors shall post a notice in a prominent place at the Work site stating the requirements of this Article.

C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over \$1,000,000.00, and (B) all other projects over \$500,000.00.

11. **Inspections and Testing During Overtime**

EXHIBIT C

- A. The following supplements Article 3.15 and 3.16 of the General Conditions:

For weekend Work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR desires to Work on a weekend. For evening and holiday Work, CONTRACTOR shall submit a written request to the CITY three days in advance. The CITY will provide inspection services for all overtime Work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

Similarly, holiday and other overtime Work shall be requested a minimum of 36 hours in advance, and CITY will provide inspection for all overtime.

- B. Exceptions to the hours and days of the week for Work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day, and whenever the Documents specifically define that Work shall be completed outside of the limitations for "normal" work hours, days, etc.

Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such Work is remedial in nature as a result of defective Work.

12. **Retainage**

CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statutes Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR of the balance of retainage then held by CITY.

13. **Owner's Contingency (Not Used)**

14. **SRF Funding Requirements (Not Used)**

EXHIBIT C

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: DISTRICT 1-4 & 6 TRAFFIC CALMING IMPROVEMENTS - ENGINEER/CONTRACTOR:
TO:
CONTRACTOR:
NOTICE TO PROCEED DATE:
DATE OF ISSUANCE:
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Portions of the Work performed under this Contract as described above have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as also the date of commencement of applicable warranties as required by the Contract Documents for the noted area.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the ENGINEER and PROJECT MANAGER (“Date of Issuance” above) when construction is sufficiently complete in accordance with the Contract Documents so the CITY can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER and PROJECT MANAGER, for the above referenced “Project or Designated Portion” is attached to this form (attached “Punch List” dated_____).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

Please note that in accordance with Article 14 General Conditions, the CONTRACTOR retains full responsibility for the satisfactory completion of all Work regardless of whether the Owner occupies and / or operates a part of the facility, and that the taking possession and use of such Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ENGINEER BY DATE

CONTRACTOR BY DATE

The CITY OF HOLLYWOOD, through the CITY’S authorized representative, accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____(Time) on _____(date).

BY DATE

- END OF SECTION -