

CONTRACT

THIS AGREEMENT, made and entered into, this 6 day of June, A.D. 2023,
by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the
State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

Man Con, Inc.

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

WITNESSETH: The parties hereto, for the considerations herein-after set forth,
mutually agree as follows:

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

2023 Drainage Improvements Project No. 11058

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

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the
CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the
aggregate amount of this Contract being the sum of **One Million Dollars and Zero Cents**
(\$1,000,000.00).

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

- (a) On the 15th day, or the first business day thereafter, of each calendar month,
the CITY shall make partial payments to the CONTRACTOR on the basis of a
duly certified and approved estimate of work performed during the preceding
calendar month by the CONTRACTOR, less five percent (5%) of the amount
of such estimate which is to be retained by the CITY until all work has been
performed strictly in accordance with this Agreement and until such work has
been accepted by the CITY. The parties' rights and obligations regarding
retainage are further specified in Sections 218.735 and 255.078, Florida
Statutes, as applicable.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY
that all payrolls, material bills and other costs incurred by the CONTRACTOR
in connection with the construction of the WORK have been paid in full, and
also, after all guarantees that may be required in the Specifications have been
furnished and are found acceptable by the CITY, final payment on account of
this Agreement shall be made within sixty (60) days after completion by the
CONTRACTOR of all work covered by this Agreement and acceptance of such
work by the ENGINEER and approved by the CITY.

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

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

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

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

1.	Introduction	15.	General Terms and Conditions
2.	Special Terms and Conditions	16.	Scope of Services
3.	Submittal Checklist Form	17.	Contract
4.	Acknowledgement and Signature Page	18.	Drug-Free Workplace Program
5.	Bid Form	19.	Solicitation, Giving, and Acceptance...
6.	Vendor Reference Form	20.	W-9 (Request for Taxpayer Identification)
7.	Hold Harmless and Indemnity Clause	21.	Performance Bond
8.	Proposal	22.	Payment Bond
9.	Non-Collusion Affidavit	23.	General Conditions, Public Utilities
10.	Sworn Statement...Public Entity Crimes	24.	Supplementary General Conditions
11.	Information Required from Bidders	25.	Addenda
12.	Certifications Regarding Debarment...	26.	Specifications
13.	Trench Safety Form	27.	Drawings
14.	Bid Guaranty Form	28.	List of Subcontractors

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

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

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

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

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

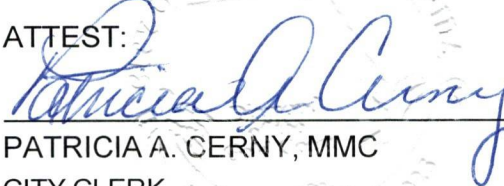
Article 12. Contract Term: The initial term of this contract shall be for a period of two (2) years beginning upon the notice to proceed. The CITY may renew this contract twice for two (2) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

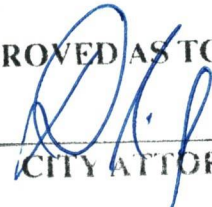
THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

By:  _____
CITY ATTORNEY

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

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

_____	_____
(Witness)	(Signature of Individual)

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

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	(Name of Firm)

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

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____	_____
(Witness)	(Name of Firm) a Partnership

_____	BY: _____ (SEAL)
(Witness)	(Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

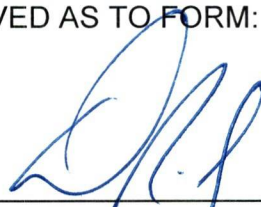
Attest:


Secretary Luke Mancini

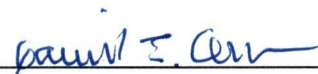
Man-Con Incorporated
(Correct Name of Corporation)

BY: 
President Jeffrey Mancini (SEAL)

APPROVED AS TO FORM:

By 
Douglas R. Gonzales
City Attorney 

APPROVED AS TO FINANCE:

By 
David E. Keller
Financial Services Director

CERTIFICATE

**STATE OF FLORIDA)
COUNTY OF BROWARD)**

I HEREBY CERTIFY that a meeting of the Board of Directors of Man-Con Incorporated, a corporation under the laws of the State of Florida, was held on April 24, 2023, and the following resolution was duly passed and adopted:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 24th day of April, 2023



Secretary

Luke Mancini

- END OF SECTION -