

" ATTACHMENT 1 "



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

DIVISION 1 – GENERAL REQUIREMENTS 00800 SUPPLEMENTARY CONDITIONS INDEX

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- B. The bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with actual quantities. It is understood that the quantities may be increased or decreased in accordance with provisions of the General Conditions.

1.16 CONTRACT EXTENSION:

- A. The successful bidder shall be given the option of accepting a one year extension of the Contract if the City finds it to its benefit to offer one. Extension of this Contract would require that work be performed at the unit prices shown in the Proposal, or at mutually agreed upon adjustments in the unit prices. The City may be willing to allow cost adjustments to the contractor's unit rates, as outlined below, if price increases occur in the industry. Extension of this Contract would be subject to the appropriation of funds by the City for the work.
- B. Costs for any extension year 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 5% 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. Department of Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then 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 Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

1.17 PROJECT COORDINATION:

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

1.18 PRE-CONSTRUCTION PHOTOGRAPHIC RECORD:

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

1.19 SITE CONDITIONS AND SUBSURFACE INVESTIGATION:

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