EXHIBIT A

BEACH CRA GATEWAY AND NEIGHBORHOOD SIGNAGE CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (or "Agreement"), made and entered into this 30 day of June , 12025 by and between the Hollywood, Florida, Community Redevelopment Agency, a Florida body corporate and politic ("CRA"), and FLORIDA SIGN GROUP, LLC, ("CONTRACTOR")(jointly referred to as the "Parties").

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

<u>Article 1</u>. 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:

Citywide Gateway and Neighborhood Signage Bid No.: RFP-174-24-GJ BEACH CRA

<u>Article 2</u>. The Contract Sum: The CRA 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 CRA, a copy of which is made a part of this Contract, the CRA shall pay to the CONTRACTOR for the work set forth in the Contract Documents the sum of \$290,792.12.

- <u>Article 3</u>. 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 CRA shall pay the CONTRACTOR as follows:
 - (a) On the 15th day, or the first business day thereafter, of each calendar month, the CRA 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 CRA until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CRA. 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 CRA 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 CRA, 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 CRA.
- 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

Initials____

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 CRA 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 CRA 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 CRA 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 CRA, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the CRA. 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 CRA.

<u>Article 6</u>. 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
- 2. Instruction to Bidders
- 3. Proposal
- 4. Proposal Bid Form
- 5. Bid Bond
- 6. Information Required from Bidders
- 7 Addenda
- 8. Trench Safety Form (N/A)

- 9. Contract
- 10. Performance Bond
- 11. Payment Bond
- 12. General Conditions
- 13. Supplementary General Conditions
- 14 Technical Specifications
- 15. Drawings

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 CRA 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 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 CRA.

Initials____

- 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 CRA 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.
- <u>Article 12</u>. Contract Term: The initial term of this Contract shall be for a period of <u>365</u> calendar days beginning upon the issuance of the notice to proceed.
- Article 13. IF THE FLORIDA SIGN 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.

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IN WITNESS WHEREOF, the Parties have executed the three counterparts, each of which shall, without proof original Contract:	
Phyllis Liwis	HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY Docusigned by: JOSH LEVY, CHAIR 34FA
Approved as to Form. Docusigned by: Damaris Henlon DAMARIS HENLON, INTERIM GENERAL COUNSEL	_
	TRACTOR
WHEN THE CONTRACTOR IS AN INDIVIDUAL:	(10.70)
Signed, sealed and delivered in the presence of:	(SEAL)
(Witness) (Signat	ure of Individual)
Exhibit A – Construction Contract Citywide Gateway and Neighborhood Signage	4 Initials

(Witness)	(Signature of Individual)			
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WHEN THE CONTRACTOR IS A SOLE PE	ROPRIETORSHIP OR OPERATES UNDER	A TRADE NAME:		
Signed, sealed and delivered in the present	ce of:			
	FLORIDA SIGN GLOW	D		
(Witness)	(Name of Firm)	Market and the second s		
TERNAKI CONNAWAY	_dullow	(SEAL)		
(Witness)	(Signature of Individual)			
*************	**************	********		
WHEN THE CONTRACTOR IS A PARTNE	RSHIP:			
(Witness)	(Name of Firm) a Partnership	······································		
· ·	BY:	_(SEAL)		
(Witness)	(Partner)			
***************	**************	******		

WHEN THE CONTRACTOR IS A CORPORA	ITION: W/A
Attest:	
Secretary	
-	(Correct Name of Corporation)
BY:	President (SEAL)
**************	·*************************************
APPROVED AS TO FORM:	APPROVED AS TO FINANCE:
By DAMARIS HENLON, INTERIM GENERAL COUNSEL	By STEPHANIE TINSLEY FINANCIAL SERVICES DIRECTOR

CERTIFICATE

STATE OF FLORIDA COUNTY OF BROWARD

I HERE	BY CERTIFY that a meeting of the	ne Board of D	irectors of	·	, a
corpora	tion under the laws of the State o	f	_, was held on	, 20), and the
following	g resolution was duly passed and	adopted:			
•	'RESOLVED, that	_as	(President of the cor	poration), be ar	ıd he
i	s hereby authorized to execute t	he contracts	on behalf of this corp	oration, and tha	ıt his
6	execution thereof, attested by the	e Secretary o	f the corporation and	with corporate	seal
á	affixed, shall be the official act and	I deed of this o	corporation."		
I further	certify that this resolution is now i	n full force an	d effect.		
	NESS WHEREOF, I have set n	•	affixed the official s	eal of the corp	oration this
		Secret	ary		_

- END OF SECTION -

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