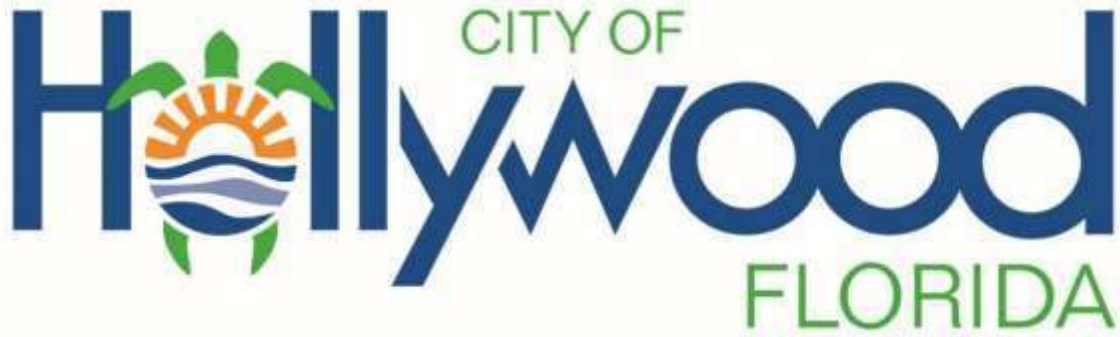




INVITATION FOR BID

IFB-399-26-GJ

PRIVACY WALL REPLACEMENT - N. 56TH AVENUE

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

IFB Issue Date: May 4, 2026

Questions Due Date: May 19, 2026

Submittal Due Date: June 2, 2026, 3:00 pm

City of Hollywood
IFB-399-26-GJ
Privacy Wall Replacement - N. 56th Avenue

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Attachments:

- A - Exhibit A Draft Contract Form of Agreement
- B - Exhibit B General Conditions
- C - Exhibit C Draft Supplementary General Conditions
- D - N 56th Ave Wall - Bid Set Specifications
- E - 2026.03.18 - N 56th Ave Wall_Bid_Set

1. SUMMARY

1.1. Summary

The project consists of the removal and replacement of the existing wall along N. 56th Avenue with a new precast concrete wall within the City's right-of-way. Work includes demolition of the existing structure, installation of new precast wall panels and foundations, and restoration of adjacent areas impacted by construction. The improvements are intended to enhance safety, durability, and the overall appearance of the corridor.

The City is seeking qualified contractors with experience in similar civil and structural improvements to deliver a high-quality installation with minimal disruption to the surrounding community. This project presents an opportunity to contribute to a visible neighborhood enhancement while working in coordination with City staff to ensure timely and efficient completion.

1.2. Contact Information

Rudy Damas

Project Manager

2600 Hollywood Blvd

Hollywood, FL 33020

Email: rdamas@hollywoodfl.org

Phone: [\(954\) 921-3977](tel:(954)921-3977)

Department:

Design and Construction Management

1.3. Timeline

Release Project Date	May 4, 2026
Question Submission Deadline	May 19, 2026, 5:00pm
Proposal Submission Deadline	June 2, 2026, 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 Privacy Wall Replacement - N. 56th Avenue for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by Tuesday, June 2, 2026, by 3:00 pm, and will be opened in a virtual public setting on June 2, 2026 at 3:15 PM EST at <https://teams.microsoft.com/meet/282656466565356?p=3ksEAlldDNehE4EfTM>.

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, Ginah Joseph, Sr. Purchasing Agent atgjoseph@hollywoodfl.org or by phone at (954) 921-3223, or Jean Joinville, Procurement Manager, at jjoinville@hollywoodfl.org or by phone at 954-921-3290. Such contact is to be for

clarification purposes only. All questions must be submitted in writing via the Portal by Tuesday, May 19, 2026, by 5:00 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 - N/A

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. The City reserves the right to renew the contract for two additional one-year terms, providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding

authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

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

\$1,000,000,000 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.

D. Pollution Liability:

The minimum limits of liability shall be:

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

Including non-owned disposal sites.

D. Cyber Liability:

The minimum limits of liability shall be:

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

D. Builders Risk

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

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

City of Hollywood (nothing else on this line)

Name of Department

Department Address

Department Address

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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.

- Consultant shall:
 - o Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - o 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.
 - o 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.
 - o 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 project consists of the removal and replacement of the existing wall along N. 56th Avenue with a new precast concrete wall within the City's right-of-way. Work includes demolition of the existing structure, installation of new precast wall panels and foundations, and restoration of adjacent areas impacted by construction.

4.2. Technical Specifications

Furnish all labor and materials necessary to construct the improvements as described in the construction plans and specifications prepared by Kimley-Horn and Associates, including restoration, to provide a complete and functional perimeter wall. Contractor shall be responsible for coordinating with the property owners adjacent to the City right-of-way and the City of Hollywood.

Please refer to the Bid Specification and Construction Plans in the Attachments section for general requirements.

4.3. Contractor Qualifications

The City is seeking qualified contractors with experience in similar civil and structural improvements to deliver a high-quality installation with minimal disruption to the surrounding community. This project presents an opportunity to contribute to a visible neighborhood enhancement while working in coordination with City staff to ensure timely and efficient completion.

4.4. Deliverable and Objectives

The improvements are intended to enhance safety, durability, and the overall appearance of the corridor.

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. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Vendor Reference Form \(Fill...](#)

*Response required

5.2. Bid Guaranty Form*

Please download the below documents, complete, and upload.

- [Bid Guaranty Form Fillable.pdf](#)

*Response required

5.3. 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

5.4. 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

5.5. 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

5.6. 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

5.7. 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

5.8. Certificate of Insurance*

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

*Response required

5.9. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

*Response required

5.10. ACKNOWLEDGMENT AND SIGNATURE PAGE

5.10.1. If Corporation - Date Incorporated/Organized:*

*Response required

5.10.2. State Incorporated/Organized:*

*Response required

5.10.3. Remittance Address*

*Response required

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

*Response required

5.10.5. Acknowledgement*

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

5.10.6. Acknowledgement*

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

5.11.1. 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

5.11.2. Sworn Statement Continuation:*

Enter business address:

*Response required

5.11.3. 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

5.11.4. 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

5.11.5. 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

5.11.6. 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

5.11.7. 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

5.11.8. 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

5.12. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

By responding to this solicitation, your entity certifies and attests the following:

5.12.1. COMPLIANCE WITH FOREIGN ENTITY LAWS*

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida

Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

☐ Please confirm

*Response required

5.13. ANTI-HUMAN TRAFFICKING AFFIDAVIT

By responding to this solicitation, your entity certifies and attests the following:

5.13.1. ANTI-HUMAN TRAFFICKING *

Pursuant to section 787.06 (13), Florida Statutes, the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

☐ 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.

PRIVACY WALL REPLACEMENT - N. 56TH AVENUE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demolization/Video	1	LS		
2	Maintenance of Traffic	1	LS		
3	Performance and Payment Bonds	1	LS		
4	Survey (includes Potholes, Stake-out, and As-built)	1	LS		
5	Clearing & Grubbing, Demolition	1	LS		
6	Temporary Fencing & Maintenance	1	LS		
7	Site Grading & leveling	1	LS		
8	Furnish and install a 6' high pre-cast concrete privacy wall designed by the delegated engineer with signed and sealed shop drawings	1	LS		
9	Paint the wall with anti-graffiti paint. Colors TBD	1	LS		
10	Site Restoration	1	LS		
11	Furnish and install shrubs and ground cover as specified	1	LS		
12	Allowance for potential additional work, only as directed and upon written authorization by the City.	1	LS	\$50,000.00	
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 bid in 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 notwithstanding 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. PAYMENT METHODS

The City of Hollywood will be making payments to all new vendors through Automated Clearing House (ACH). The (ACH) option allows the City to process payments to vendors electronically and directly to their financial institution of choice. With (ACH) payments, funds are deposited into the vendor's bank account and are available on the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits.

7.61. 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.

7.62. 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.

7.63. 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.

7.64. 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.

7.65. 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.**

7.66. 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.

7.67. 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.

7.68. 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.

7.69. 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.

7.70. 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.

7.71. COMPLIANCE WITH FOREIGN ENTITY LAWS

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

7.72. ANTI-HUMAN TRAFFICKING

Pursuant to section 787.06 (13), Florida Statutes, the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

7.73. SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

1.1. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1.2.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

1.2.2. Is engaged in business operations in Syria.

Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

EXHIBIT A

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (or "Agreement"), made and entered into this ____ day of ____, 20__, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation organized and existing under the laws of the state of Florida ("CITY"), and MBR CONSTRUCTION, INC., ("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:

PROJECT: Privacy Wall Replacement - N. 56th Avenue

Bid No.: IFB-399-26-GJ

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 in an amount up to \$470,240.00.

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 MBR (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.

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

By: _____
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DAMARIS HENLON
CITY ATTORNEY

CONTRACTOR

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

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

(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)

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

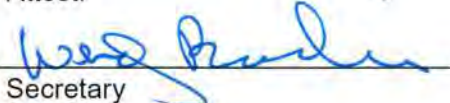
WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness) _____ (Name of Firm) a Partnership

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

WHEN THE CONTRACTOR IS A CORPORATION:

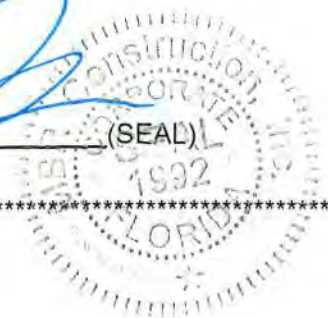
Attest:


Secretary

MBR CONSTRUCTION, INC.
1020 NW 51ST STREET
FORT LAUDERDALE, FL 33309
954-486-8404 • FAX: 954-486-9379

(Correct Name of Corporation)

BY:  (SEAL)
President



CERTIFICATE

**STATE OF FLORIDA
COUNTY OF BROWARD**

I HEREBY CERTIFY that a meeting of the Board of Directors of MBR Construction, Inc., a corporation under the laws of the State of FL, was held on 7/9/, 2026, and the following resolution was duly passed and adopted:

"RESOLVED, that Michael Boss as President (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 9 day of July, 2026


Secretary

- END OF SECTION -

PERFORMANCE BOND
(PERFORMANCE BOND #: _____)

KNOW ALL MEN BY THESE PRESENTS:

That we _____,

Name

Address

Tel. No.

as Principal, and _____,

Name

Address

Tel. No.

as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ Dollars (\$_____), 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 _____ day of _____, 20____, entered into between the Principal and the City of Hollywood, Florida, for the work of the **Privacy Wall Replacement - N. 56th Avenue, Bid No. IFB-399-26-GJ.**

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 #: _____

Wendy Broccoli
(Secretary)

MBR Construction, Inc.
(Name of Corporation)

By: _____
(Seal)
(Affix Corporate Seal)

Michael Boss
(Printed Name)

President
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Wendy Broccoli, certify that I am the Secretary of the corporation named as Principal in the within Bond; that Michael Boss, who signed the Bond on behalf of the Principal was then President 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.

Wendy Broccoli
Secretary



TO BE EXECUTED BY CORPORATE SURETY

Attest:

Performance Bond #: _____

(Secretary)

(Corporate Surety)

(Business Address)

By: _____
(Affix Corporate Seal)

(Attorney-In-Fact)

(Name of Local Agency)

(Business Address)

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, _____, to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ 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 _____ day of _____, 20____.

Notary Public, State of Florida

My commission expires:

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

By _____
Damaris Henlon
City Attorney

By _____
Stephanie Tinsley
Financial Services Director

- END OF SECTION -

PAYMENT BOND

(PAYMENT BOND #: _____)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
Name Address Tel. No.

As Principal and _____
Name Address Tel. No.

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

_____ Dollars (\$ _____) 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 _____ day of
_____, 20____, entered into between the Principal and the City of Hollywood, Florida for the work related to
Privacy Wall Replacement - N. 56th Avenue, Bid No. IFB-399-26-GJ.

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 255.050.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL:

ATTEST:

Payment Bond #: _____

(Signature)

(Title)

(SEAL)

SURETY:

(Surety)

ATTEST:

(Signature)

(Attorney-in-Fact)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FINANCE:

By _____
Damaris Henlon
City Attorney

By _____
Stephanie Tinsley
Financial Services Director

- END OF SECTION -

MBR Construction, Inc. Response

Pricing unsealed at Jun 2, 2026 3:12 PM

CONTACT INFORMATION

Company

MBR Construction, Inc.

Email

tkoch@mbrconstruction.com

Contact

Tom Koch

Address

1020 NW 51st Street
Fort Lauderdale, FL 33309

Phone

N/A

Website

www.mbrconstruction.com

Submission Date

Jun 2, 2026 1:53 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. VENDOR REFERENCE FORM*

☐ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Vendor Reference Form \(Fillable\).pdf](#)

 [Vendor Reference Form MBR-Sunrise.pdf](#)

 [Vendor Reference Form MBR-DDA.pdf](#)

 [Vendor Reference Form SAC Park.pdf](#)

2. Bid Guaranty Form*

☐ Pass ☐ Fail

Please download the below documents, complete, and upload.

 [Bid Guaranty Form Fillable.pdf](#)

 [26HW02_Bid_Bond_E.pdf](#)

3. HOLD HARMLESS AND INDEMNITY CLAUSE*

☐ Pass ☐ Fail

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

4. NON-COLLUSION STATEMENT*

☐ Pass ☐ Fail

I, being first duly sworn, depose that:

1. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
2. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
3. Such Proposal is genuine and is not a collusion or sham Proposal;
4. 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
5. 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

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

☐ Pass ☐ Fail

The applicant certifies that it and its principals:

1. 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;
2. 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;
3. 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
4. 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

6. DRUG-FREE WORKPLACE PROGRAM*

☐ Pass ☐ Fail

1. 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.

☒ Confirmed

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

☐ Pass ☐ Fail

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.

☒ Confirmed

8. Certificate of Insurance*

☐ Pass ☐ Fail

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

 [COI-POI_Exp_2026-08.pdf](#)

9. PROOF OF SUNBIZ REGISTRATION*

☐ Pass ☐ Fail

Enter company FEIN to be verified in Sunbiz

65-0373938

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

10. ACKNOWLEDGMENT AND SIGNATURE PAGE

10.1. If Corporation – Date Incorporated/Organized:*

☐ Pass ☐ Fail

11/10/1992

10.2. State Incorporated/Organized:*

☐ Pass ☐ Fail

Florida

10.3. Remittance Address*☐ Pass ☐ Fail

1020 NW 51st Street, Fort Lauderdale, FL 33309

10.4. Bidder/Proposer's Authorized Representative's Typed Full Name*☐ Pass ☐ Fail

Michael R Boss

10.5. Acknowledgement*☐ Pass ☐ Fail

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.

☒ Confirmed

10.6. Acknowledgement*☐ Pass ☐ Fail

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

11. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**11.1. This form statement is submitted to the City of Hollywood by:***☐ Pass ☐ Fail

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

Michael R Boss, President

11.2. Sworn Statement Continuation:*☐ Pass ☐ Fail

Enter business address:

1020 NW 51 Street, Fort Lauderdale, FL 33309

11.3. Sworn Statement Continuation:*☐ Pass ☐ Fail

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.

65-0373938

11.4. Sworn Statement Continuation:*☐ Pass ☐ Fail

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 the statement.

11.5. Sworn Statement Continuation:*☐ Pass ☐ Fail

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.

☒ Confirmed

11.6. Sworn Statement Continuation:*

☐ Pass ☐ Fail

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

11.7. Sworn Statement Continuation:*

☐ Pass ☐ Fail

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.

11.8. Sworn Statement Confirmation*

☐ Pass ☐ Fail

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.

☒ Confirmed

12. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

By responding to this solicitation, your entity certifies and attests the following:

12.1. COMPLIANCE WITH FOREIGN ENTITY LAWS*

☐ Pass ☐ Fail

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

☒ Confirmed

13. ANTI-HUMAN TRAFFICKING AFFIDAVIT

By responding to this solicitation, your entity certifies and attests the following:

13.1. ANTI-HUMAN TRAFFICKING *

☐ Pass ☐ Fail

Pursuant to section 787.06 (13), Florida Statutes, the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

☒ Confirmed**PRICE TABLES**

Privacy Wall Replacement - N. 56th Avenue

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demolizati...	1	LS	\$38,740.00	\$38,740.00
2	Maintenance of Traffic	1	LS	\$6,500.00	\$6,500.00
3	Performance and Payment Bonds	1	LS	\$7,285.00	\$7,285.00
4	Survey (includes Potholes, Stake-out, and As-built)	1	LS	\$3,900.00	\$3,900.00
5	Clearing & Grubbing, Demolition	1	LS	\$64,922.00	\$64,922.00
6	Temporary Fencing & Maintenance	1	LS	\$2,308.00	\$2,308.00
7	Site Grading & leveling	1	LS	\$18,383.00	\$18,383.00
8	Furnish and install a 6' high pre-cast concrete privacy wall designed by the delegated engineer with signed and sealed shop drawings	1	LS	\$148,950.00	\$148,950.00
9	Paint the wall with anti-graffiti paint. Colors TBD	1	LS	\$24,260.00	\$24,260.00
10	Site Restoration	1	LS	\$15,012.00	\$15,012.00
11	Furnish and install shrubs and ground cover as specified	1	LS	\$89,980.00	\$89,980.00
12	Allowance for potential additional work, only as directed and upon written authorization by the City.	1	LS	\$50,000.00	\$50,000.00
Total					\$470,240.00

Bid Guaranty Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we MBR CONSTRUCTION, INC., as Principal, and Liberty Mutual 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%) 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 June 02 2021for

PRIVACY WALL REPLACEMENT – N. 56. AVENUE SOLICITATION – IFB-399-26-GJ

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 WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 02 day of June, 2026 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:

<u>Witness</u>	<u>N/A</u> <u>Signature of Individual</u>
<u>Address</u>	<u>N/A</u> <u>Printed Name of Individual</u>
<u>Witness</u>	
<u>Address</u>	

Approved SOLICITATION Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

Wendy Broccoli
Secretary

MBR CONSTRUCTION, INC.

Name of Corporation

1020 NW 51 STREET

Business Address

FORT LAUDERDALE, FL 33309

By:

Michael Boss
(Affix Corporate Seal)

Michael Boss

Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Wendy Broccoli, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Michael Boss who signed the said bond on behalf of the Principal, was then President 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.

Wendy Broccoli (SEAL)
Secretary

Approved SOLICITATION Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

See Attached Power-Of-Attorney

Secretary

Liberty Mutual Insurance Company

Corporate Surety

175 Berkeley Street

Business Address

Boston, Massachusetts 02117

BY: 

(Affix Corporate Seal)

Michael A. Holmes

Attorney-in-Fact

Brown & Brown, Inc.

Name of Local Agency

1201 W Cypress Creek Rd # 130

Business Address

Fort Lauderdale, FL 33309

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared,

Michael A. Holmes

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Liberty Mutual Insurance Company and

that he has been authorized by Liberty Mutual 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 02 day of June, 2026.

Jamien Neil

Notary Public, State of Florida

My Commission Expires: 10.22.2026

- END OF SECTION-





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214608-972124

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Gorham; Michael A. Holmes; James F. Murphy

all of the city of FORT LAUDERDALE state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 02 day of June, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

EXHIBIT B
GENERAL CONDITIONS

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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 a 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, services, 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, 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.
- F. If after notice of termination for cause of this contract by the City, it is determined for any reason that CONTRACTOR'S was not in default, the rights and obligations of CITY and

CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in subsection 15.2(E).

G.

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

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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) | 90 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

\$1,000,000,000 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:**

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.

5. **Pollution Liability:**

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:**

The minimum limits of liability shall be:

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

7. **Builders Risk**

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	90	\$250/day
2. Project Closeout	30	\$250/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 \$600/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 rights-of-way 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**

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**: A sum established by the OWNER, to be included in the GMP, subject to adjustment to include any buyout or sales tax project savings, which may be utilized by the OWNER for OWNER requested changes, additive bid alternates and deductive credits, differing/unforeseen existing conditions.

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

- END OF SECTION -



Technical Specifications

City of Hollywood N 56th Avenue Privacy Wall Replacement

**Prepared For The
City of Hollywood**



Prepared by:

Kimley»»Horn

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3/18/2026
KH Project No. 044241072

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CITY OF HOLLYWOOD
N 56TH AVE PRIVACY WALL REPLACEMENT

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SECTION 01010

SUMMARY OF WORK

PART I - GENERAL

1.01 WORK COVERED BY THESE CONTRACT DOCUMENTS

- A. Furnish all labor and materials necessary to construct the improvements as described in the construction plans and specifications prepared by Kimley-Horn and Associates, including restoration, to provide a complete and functional perimeter wall. Contractor shall be responsible for coordinating with the property owners adjacent to the City right-of-way and the City of Hollywood.
- B. Contractor's Duties:
 - 1. Except as specifically noted, provide and pay for:
 - a. Mobilization and demobilization.
 - b. Maintenance of Traffic (pedestrian and vehicular)
 - c. Labor, materials, and equipment.
 - d. Tools, construction equipment, and fuel.
 - e. Electric, water and utilities required for construction.
 - f. Freight and sales tax.
 - g. Testing and laboratory services.
 - h. Surveying and field engineering.
 - i. Record Drawings in a format acceptable to the Engineer/Owner. Information will be used by the Engineer for any Permit Certification Requirements.
 - j. Compliance with all the conditions of the permits issued for this project.
 - k. Construction dewatering.
 - l. Any other incidental labor, materials, and equipment required to construct the project.
 - m. Coordination with Property owners for work on private property.

1.02 WORK BY OTHERS AND FUTURE WORK

- A. The Owner reserves the right to add to the work in accordance with the Contract Documents.
- B. No work is planned to be performed by the Owner. Contractor is responsible for coordinating ordering and delivery with suppliers.
- C. Contractor shall submit record drawings and coordinate a field walk-thru with the City and EOR at the conclusion of the project. Contractor shall request formal acceptance of the perimeter wall from the owner.

1.03 WORK SEQUENCE

- A. Sequence of work will be discussed with the Owner, Engineer, and Contractor and decided prior to the start of the project. The contractor shall proceed in a manner that is logical for the progression of work and takes into consideration the need for the property

owners to access their property.

- B. Work shall only be performed during the authorized construction hours as specified by the City of Hollywood. No work shall be performed on Sundays or during City observed holidays. See the Code of Ordinances for more information about work hours and noise limitations.

1.04 CONTRACTOR-FURNISHED PRODUCTS AND RESPONSIBILITIES

- A. Products furnished to the site and paid for by Contractor: All products necessary to complete the work described in the contract documents and specifications.
- B. Contractor's Responsibilities:
 - 1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.
 - 2. Receive and unload products at site or off-site storage yard; inspect for completeness or damage jointly with Owner.
 - 3. Repair or replace items damaged after receipt.
 - 4. Arrange and pay for product delivery to site.
 - 5. Handle, store, and install delivered products.
 - 6. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 7. Arrange for manufacturers' warranties, inspections, and service.
 - 8. Prepare material orders for Owner direct purchase (conduit and vaults) and coordinate delivery, offloading, and storage as may be required for these items.

1.05 CONTRACTOR'S USE OF THE PREMISES

- A. All work shall be within the limits of the right-of-ways, easements, and property lines as shown on the plans. Work beyond the limits of right-of-way limits on this project shall be coordinated closely with the City of Hollywood during the construction. Notice must be given to the property owner prior to performing work on private property.
- B. Contractor shall be responsible for maintenance of traffic when working within the public rights of way.
- C. The contractor shall maintain vehicular and pedestrian access to the driveway entrances to the greatest extent practical. A minimum of one traffic lane should remain open to the greatest extent practical. Exceptions will be made on a case by case basis to facilitate the work.

1.06 PERMITS REQUIRED

- A. Contractor shall prepare and submit a Stormwater Pollution Prevention Plan and file a Notice of Intent (NOI) with the Florida Department of Environmental Protection in accordance with National Pollutant Discharge Elimination System (NPDES).
- B. Contractor shall prepare, submit and obtain the appropriate dewatering permits from the South Florida Water Management District if required to construct the project.

- C. A City of Hollywood Department of Development Services Building Division right-of-way permit will be required. Contractor to retain copy of this permit for their records.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01030

HURRICANE PREPAREDNESS

PART 1 - GENERAL

1.01 HURRICANE PREPAREDNESS PLAN

- A. The Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of Contract Work.
- B. Within fourteen (14) days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane or severe weather warning.
- C. In the event of inclement weather, or whenever the Owner shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury. Work and materials damaged due to inclement weather shall be removed and replaced at the expense of the Contractor.
 - 1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. In addition, the Contractor shall remove all bulkheads and plugs in pipelines that would impede drainage in the case of flooding. Structures that may be in danger of floatation shall be flooded. The Contractor shall also cooperate with the Owner in protecting any other structures at the site.
 - 2. Hurricane Warning: No mobile "temporary facility" under the control of or on the property of the Owner shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings.
- D. The Contractor may be required to backfill excavation depending on the severity of the approaching storm or the expected amount of rainfall. Additionally, erosion protection and inlet protection may also be required by the Owner depending on the site conditions at the time of the Hurricane Watch.

PART 2 – PRODUCTS - (Not Used)

PART 3 – EXECUTION - (Not Used)

END OF SECTION

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SECTION 01050

FIELD ENGINEERING AND SURVEYING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide and pay for field engineering and surveying services required for the project, including:
 - 1. Construction Layout in accordance with these specifications, including layout and staking of right of way and easements as may be required for wall installation.
 - 2. Provide detailed as-builts to Engineer/owner depicting actual surveyed installed location of proposed wall.
 - 3. Final overall record drawings depicting all proposed improvements constructed as part of this project, to be distributed to the City and Engineer.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.03 QUALIFICATIONS OF SURVEYOR

- A. Qualified Land Surveyor registered in the state of Florida with experience in construction field layout.

1.04 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the project are those designated on the drawings.
- B. Contractor shall locate and protect survey control and reference points. Contractor shall provide additional benchmarks as required to construct the Project.
- C. Control datum for survey is that indicated on Drawings.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- G. Contractor shall not disturb existing monuments.

1.06 PROJECT SURVEY REQUIREMENTS

- A. Establish lines, grades, and elevations by instrumentation or similar appropriate means utilizing recognized engineering survey practices. Right-of-way lines, property lines, property corners, easement boundaries, etc. being established for construction layout of improvements adjacent to the right-of-way or on private property shall be established using existing monuments, benchmarks, survey pins, etc. found in the field that denote rights of way and/or property corners. Use of CADD files/topographic survey electronic files provided for convenience by the engineer or surveyor shall not be relied upon exclusively for construction layout.
- B. Horizontal alignment for the proposed construction will be controlled by right-of-way lines, property line, easement boundaries, reference line, and existing structures. The Contractor shall be responsible to establish reference lines and necessary offsets to establish piping alignment and equipment and structure location. Contractor may make adjustments to the horizontal and vertical alignment of proposed underground utilities to avoid conflicts upon approval by the Engineer.
- C. Vertical alignment for the proposed construction will be based on the existing grades and benchmarks identified on the drawings. The Contractor shall be responsible to establish proposed grades. The grade stakes shall be provided by the Contractor.
- D. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- E. Periodically verify layouts by same means.
- F. Prior to destruction of existing curb and pavement record existing grades to be used in reconstruction to assure proper flow of surface water runoff is maintained after restoration.

1.07 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses to be submitted to the City of Hollywood with close-out documents.
- B. Submit a copy of the site drawing and certificate signed by land surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

1.08 SUBMITTALS

- A. Submit name and address of Surveyor to Engineer and Owner.
- B. On request, submit copies of field notes and documentation verifying the accuracy of the survey work.
- C. As-Built drawings for each utility as described on the plans and in these specifications.

1.09 EXAMINATION

- A. Contractor is responsible for verifying survey control points prior to initiation of work.

B. Contractor shall promptly notify Engineer of any discrepancies discovered.

1.10 QUALITY CONTROL

A. Quality control of the Work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality of work, as specified on the drawings and specifications.

B. Forty-eight (48) hour notification to the Engineer by the Contractor shall be required for all specified field investigations unless otherwise noted.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01060

REGULATORY REQUIREMENTS AND NOTIFICATION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Obtain and pay for all permits and licenses as required for construction of the project.
- B. Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
- C. Comply with all conditions specified in each of the permits and licenses.

1.02 PERMITS OBTAINED BY CONTRACTOR

- A. The Contractor shall prepare and pay for the Notice of Intent (NOI) to use the Generic Permit for Stormwater Discharge from Construction Activity, which will include Stormwater Pollution Prevention Plan (SWPPP) as required by F.A.C. 62-621.300(4) and the Environmental Protection Agency (EPA) as part of the National Pollutant Discharge Elimination System (NPDES). (See Appendix C)
- B. Contractor shall prepare, submit and obtain the appropriate dewatering permits and/or any temporary stormwater discharge permits from the South Florida Water Management District and/or Florida Department of Environmental Protection.

1.03 NOTIFICATION

- A. The Contractor is required to notify the Owner and any applicable permitting agency who requires notification as part of their permit condition within the timeframe stated on the permit. If no time exists, notification shall be a minimum of 48 hours prior to initiating construction.
- B. Utility Companies: Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 2 working days prior to digging for direct bury and 10 days prior to digging or initiating construction of underwater construction activities, as required by Florida Statutes Chapter 556 throughout the duration of the construction project.
- C. The Contractor shall give the Engineer not less than seven (7) calendar days notice of the time and place (or places) where he will start the work.
- D. The Contractor shall give the Engineer not less than forty-eight (48) hours notice of any field inspection.

1.04 PERMIT CONDITIONS

- A. Contractor shall comply with and furnish all items necessary to satisfy any general or specific conditions that are a part of the Owner obtained permits.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current at the time of developing guaranteed maximum price.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- F. Neither the contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.03 SCHEDULE OF REFERENCES

ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511
FDOT	Florida Department of Transportation 605 Suwannee Street Tallahassee, Florida 32399-0450
PCA	Portland Cement Association 5420 Old Orchard Road

Skokie, IL 60077

ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street NW, Suite 249 Washington, DC 20001
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601
ASPA	American Sod Producers' Association Association Building Ninth and Minnesota Hastings, NE 68901
HI	Hydraulic Institute Morris Corporate Center I 300 Interpace Pkwy, Suite A280 Parsippany, NJ 07054
FBC	Florida Building Code International Code Council 900 Montclair Road Birmingham, AL 35213
NEC	National Electric Code National Fire Protection Association (NFPA) 1 Batterymarch Park Quincy, MA 02169
NESC	National Electric Safety Code IEEE Standards Association - for Visitors 501 Hoes Lane, 3rd Floor Piscataway, NJ 08855
NFPA	NFPA Life Safety 101 National Fire Protection Association (NFPA) 1 Batterymarch Park Quincy, MA 02169
FDEP	Florida Department of Environmental Protection 3900 Commonwealth Boulevard M.S. 49 Tallahassee, FL 32399
AWWA	American Water Works Association 6666 W. Quincy Ave. Denver, CO 80235

City
Standards

City of Hollywood Department of Public Utilities Standards

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01152

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Engineer and City in accordance with the schedule established by Conditions of the contract and Agreement between Owner and Contractor.
- B. Contractor shall prepare a schedule of values for review with the return of the executed agreement to the Owner. The omission of reference to any item on the contractor's Bid Form or schedule of values shall not alter the intent of the bid form or relieve the Contractor of the necessity of constructing a complete project under this Contract.

1.02 RELATED REQUIREMENTS

- A. In other parts of the Construction Documents:
 - 1. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section
 - 2. Agreement between Owner and Contractor
 - 3. General Conditions and Terms of the Contract
- B. Specified in Other Sections:
 - 1. Section 01010: Summary of Work

1.03 SCHEDULE OF VALUES

- A. Contractor shall prepare a "master" schedule of values for review with the return of the executed agreement to the Owner. The schedule shall contain the installed value of the component parts of work for the purposes of making progress payments during the construction period. The master schedule of values shall include the following minimum breakdown of pay items:
 - 1. Item(s) for City-funded Civil wall improvements as applicable
 - 2. Item(s) for Contractor fees, overhead, profit, etc.
 - 3. Allocation of Contractor fees, overhead, profit, etc. applicable City-funded improvements shall be proportional to the percent of the total contract for each the respective improvement work items.
- B. The master schedule shall contain sufficient detail for proper identification of work accomplished. The sum of all scheduled items shall equal the total value of the contract.
- C. Unit Price Work:
 - 1. A separate schedule of values for all unit price work from each subcontractor shall

be provided as back-up for progress payment on each payment application. Reflect unit price quantity and price breakdown from the contractors approved bid form. The Contractor shall include the cost for all work so the proposal for the project reflects the total cost to complete the applicable work in its entirety.

D. Lump Sum Work:

1. A separate schedule of values for all lump sum work shall be provided as back-up for progress payments on each payment application.

E. An unbalanced, front end loaded schedule will not be acceptable.

1.04 FORMAT AND DATA REQUIRED

A. Application for payment is required for progress payments.

B. Only one application will be acceptable in any one month.

C. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate. Each progress payment application should include:

1. Summary cover letter
2. Updated project schedule
3. Project progress photos
4. Master schedule of values
5. Subcontractor Pay applications and backup schedule of values for unit price and lump sum work.

D. Preparation:

1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/Engineer.

E. Submit itemized applications typed in a format approved by Engineer. All applications for payment must be numbered, dated, and signed by the Contractor.

F. Provide itemized data on payment application (format, schedules, line items and values accepted by Engineer).

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:

1. Project
2. Application number and date
3. Detailed list of enclosures
4. For stored products:

- a. Item number and identification
- b. Description of specific material

B. Submit one copy of data and cover letter for each copy of application.

1.06 SUBMITTAL PROCEDURE

- A. Provide draft pay application to the Engineer and Engineer's resident project representative for review prior to submittal. A monthly field review of installed quantities shall be performed with engineer prior to submittal of draft payment application.
- B. Submit Applications for Payment to Engineer at the time stipulated in the Agreement.
- C. Submit one electronic copy of the Payment Application.
- D. When Engineer finds the Application properly completed and correct, he will transmit the applications for payment to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01200

COORDINATION AND PROJECT MEETINGS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Contractor shall schedule and administer a preconstruction meeting. Contractor shall:
 - 1. Distribute written notice of the meeting.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes and include all significant proceedings and decisions in the minutes.
 - 5. Reproduce and distribute copies of minutes:
 - a. To all participants in the meeting.
 - b. To all parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending the meeting shall be qualified and authorized to act on behalf of the entity each represents.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Section 01010 - Summary of Work

1.03 PRE-CONSTRUCTION MEETING

- A. To be held prior to the Notice to Proceed.
- B. Location: The project site, or as designated by the Owner.
- C. Attendance:
 - 1. Owner's Representative
 - 2. Engineer's Representative
 - 3. Contractor
 - 4. Contractor's Superintendent
 - 5. Major Subcontractors
 - 6. Others as appropriate

1.04 EMERGENCY MEETINGS

- A. May be called by Owner, Engineer or Contractor with a minimum of three hours notice to resolve conditions of an emergency nature.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01300

SUBMITTALS AND PROGRESS SCHEDULES

PART 1 — GENERAL

1.01 WORK INCLUDED

- A. Submit, to the Engineer, shop drawings, estimated construction progress schedule, project data and samples required by specification sections.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.03 SCHEDULES

- A. Prepare and submit to the Owner and Engineer at the first pre-construction meeting estimated construction progress schedules for the work, including a separate schedule listing dates for submission and dates reviewed shop drawings, project data and samples will be needed for each product.

1.04 FORM OF SCHEDULES

- A. Prepare schedules in suitable format with dated schedule printout. A horizontal bar chart should be used as additional illustration and for revised progress schedules.

- 1. Horizontal time scale: Identify the first work day of each week.

1.05 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:

- 1. Show the complete sequence of construction.
 - 2. Show the dates for the beginning, and completion of, each major element of construction, including but not limited to:
 - a. Material procurement and delivery (by Contractor)
 - b. Material procurement and delivery (by others)
 - c. Wall installation
 - d. As-built preparation/submittal
 - e. Final Restoration
 - f. Final overall project record drawing submittal
 - 3. Show projected percentage of completion for each item, as of the first day of each month.

- B. Submittals Schedule for Shop Drawings, Product Date and Samples. Show:

- 1. The dates for Contractor's submittals.

1.06 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission of schedule.
- B. Show changes occurring since previous submission of schedule.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.07 SUBMISSIONS

- A. Submit initial schedules within 7 days after award of Contract.
 - 1. Engineer will review schedules with Owner and return review copy within 5 days after receipt.
 - 2. If required, resubmit within 2 days after return of review copy.
- B. Submit revised progress schedules with each application for payment.

1.08 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2 — PRODUCTS

2.01 SHOP DRAWINGS

- A. Original drawings or product data, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate portions of the Work; showing fabrication, layout, material data, setting or erection details, installation drawings, construction drawings, certified and interconnecting wiring diagrams, etc. The Contractor shall be responsible for securing all information, details, dimensions, drawings, etc. necessary to prepare submission drawings required and necessary under this Contract and to fulfill all the requirements of this Contract. Submittals are anticipated to include, but not be limited to, the following:
 - 1. Precast Concrete Structures and Accessories
 - 2. Concrete mix designs (with specific locations), grouts, etc.
 - 3. Paint, coatings, liners, etc.
 - 4. Asphalt mix design and base material specifications
 - 5. Signing and Marking related submittals.

- B. Fabrication Drawings are to be prepared by a qualified detailer.
- C. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

2.02 PROJECT DATA

- A. Manufacturer's standard schematic drawings
 - 1. Modify drawings to delete information which is not applicable to project.
 - 2. Supplement standard information to provide additional information application to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.

2.03 SAMPLES

- A. Contractor shall furnish for review all samples as required by the Contract Documents or as requested by the Owner.
- B. Samples shall be of sufficient size and/or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the Work where the material represented by the sample will be used.

2.04 WARRANTIES

- A. Original Warranties, called for in the Contract Documents, shall be submitted to the Owner. When warranties are required they shall be submitted prior to request for payment.

2.05 SCHEDULE OF VALUES

- A. The Contractor shall submit a separate schedule of values for those items in the proposal that are to be paid under a lump sum basis. The schedule shall contain the installed value of the component parts of the work for the purpose of making progress payments during the construction period and the preparation of change orders.
- B. The schedule shall be given in sufficient detail for the proper identification of the Work accomplished. Each item shall include its proportion of all costs including the Contractor's overhead, contingencies, and profit. The sum of all schedule items shall equal the total sum of the Contract.
- C. The Contractor shall expand or modify the above schedule and materials listing as required by the Owner's initial or subsequent reviews of the schedule of values.

PART 3 — EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Project Data and Samples prior to submission.
- B. Verify
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and the Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals, unless Engineer gives written acceptance of specific deviations.
- F. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until return of submittals with Engineer's stamp and initials or signature indicating review.
- H. After Engineer's review, distribute copies.

3.02 SUBMISSION REQUIREMENTS

- A. Schedule submissions at least 14 days before dates reviewed submittals will be needed.
- B. Submit number of copies of Shop Drawings, Project Datum and Samples which Contractor requires for distribution plus 1 copy which will be retained by Engineer.
- C. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Notification of deviations from Contract Documents.
 - 5. Other pertinent data.
- D. Submittals must include:
 - 1. Date of submittal and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - a. Engineer.
 - b. Contractor.

- c. Subcontractor.
- d. Supplier.
- e. Manufacturer.
- f. Separate detailer when pertinent.
4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Field dimensions, clearly identified as such.
7. Identification of deviations from Contract Documents.
8. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

3.03 RESUBMISSION REQUIREMENTS

A. Shop Drawings.

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings any changes which have been made other than those requested by Engineer.

3.04 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute copies of Shop Drawings and Project Datum which carry Engineer's stamp, to:

1. Contractor's file.
2. Job site file.
3. Record Documents file.
4. Other prime contractors.
5. Subcontractors.
6. Supplier.
7. Fabricator.

END OF SECTION

SECTION 01360

CONSTRUCTION AUDIO-VIDEO DOCUMENTATION

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines Contractor's responsibilities, unless otherwise noted, for the following:
 - 1. Audio-Video Documentation
 - 2. Equipment
 - 3. Submittals
 - 4. Technique
 - 5. Quality Assurance

1.02 QUALITY ASSURANCE

- A. Documentation shall be performed by a responsible commercial firm known to be skilled and regularly engaged in the preparation of pre/post-construction color audio-video documentation. All pre and post construction videos are to be completed by a firm with extensive amount of previous experience in producing preconstruction documentation
- B. Completed documentation shall reproduce bright, sharp pictures with accurate colors and shall be free from distortion, tearing, rolling, or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion.
- C. Construction shall not proceed until the Owner and the Engineer have reviewed the documentation and notified the Contractor of its acceptability. Three copies of the pre and post construction audio-video documentation shall be provided on a DVD or an external flash drive that is able to be viewed on a Windows operating system.

PART 2 - PRODUCTS

2.01 RECORDING EQUIPMENT

- A. Utilize color video camera having:
 - 1. Horizontal Resolution of 350 lines at center.
 - 2. 8:1 Zoom, minimum
- B. Utilize digital format recorder having:
 - 1. Minimum horizontal resolution of 540 lines, 60 fields.

2.02 RECORDING MEDIA

- A. Utilize new, Digital Video Disc (DVD) having:
 - 1. USB Flash drive
 - 2. DVD shall be DVD-R. DVD-RAM shall not be accepted.
 - 3. File transfer through FTP website
- B. Recording Format shall be in one of the following formats: .mp4, .mov, .wmv

PART 3 - EXECUTION

3.01 COVERAGE

- A. Record coverage of all surface features located in the construction's zone of influence (including the proposed storages area(s)) including, but not limited to:
 - 1. Roadways, driveways, sidewalks, easements
 - 2. Homes, landscaping, walls, gates, decorative concrete structures, parking lots, pavement, easement areas.
 - 3. Drainage structures, above grade utilities, drainage swales, canals.
 - 4. Landscaping, trees, shrubbery, fences, irrigation heads, water risers.
- B. Record individual features of each item with particular attention being focused upon the existence of any faults, fractures, or defects.
- C. Control pan rate, rate of travel, camera height and zoom rate to maintain a steady clear view at all times.
- D. Optical image stabilization shall be utilized in order to provide a smooth, clear view at all times.
- E. Limit recorded coverage to one side of any street at any one time.

3.02 AUDIO CONTENT

- A. Simultaneously record audio content during videotaping.
- B. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded.
- C. Audio recording will only consist of camera operator commentary.

3.03 INDEXING

- A. Permanently label each tape with a sequential tape number and the project name.
- B. Index each file name with a digital record of the time and date of the recording that is continuously displayed as the video is played.

C. Prepare a written log which describes the contents of each file storage device including:

1. Structure/location names.
2. Coverage begin/end, station and location.
3. Recording date.

3.04 CONDITIONS

- A. Record coverage during dry, clear weather and during daylight hours only.
- B. Record coverage when the area to be covered is free of debris or obstructions.

END OF SECTION

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Contractor shall employ and pay for services of an Independent Testing Laboratory to perform specified services.
- B. Inspection, Sampling and Testing is required for:
 - 1. Densities and Proctors (for soil compaction)
 - 2. Cast-in-place Concrete (slump and compressive strength)
 - 3. Other operations specified in these specifications.
- C. Contractor's employment of Testing Laboratory shall in no way relieve Contractor of their obligation to perform Work in accordance with Contract.

1.02 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E 329-90 "Standard Practice for Use in the Evaluation of Testing Agencies for Concrete and Steel as Used in Construction".
- C. Certified in the State of Florida in accordance with FDEP requirements.

1.03 LABORATORY DUTIES; LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of Contract Documents.
- C. Promptly notify Engineer, and Contractor, of irregularities or deficiencies of Work which are observed during performance of services.
- D. Promptly submit 2 copies of reports of inspections and tests to Engineer, including:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing Laboratory name and address.

4. Name of Inspector
5. Date of inspection or sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and specification section.
9. Location in project.
10. Type of inspection or test.
11. Observations regarding compliance with Contract Documents.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
2. Approve or accept any portion of Work.
3. Perform any duties of the Contractor.

1.04 CONTRACTOR'S RESPONSIBILITIES

A. Select laboratory, and coordinate testing with Lab and Engineer's representative.

B. Cooperate with Laboratory personnel, provide access to Work.

C. Provide to Laboratory, preliminary representative samples of materials to be tested, in required quantities.

D. Furnish copies of mill test reports.

E. Furnish casual labor and facilities:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the site.
3. To facilitate inspections and tests.
4. For Laboratory's exclusive use for storage and curing of test samples.

F. Notify Laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

G. Pay for services of the Testing Laboratory to perform inspections, sampling and testing required in these specifications and:

1. For Contractor's convenience.
2. When initial tests indicate Work does not comply with Contract Documents. Such payment shall be made directly by the Contractor.

H. Contractor will be responsible for payment for all failing tests.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01510
TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install, and maintain temporary utilities required for construction; remove on completion of entire project.
- B. Provide temperature, ventilation, and lighting requirements, if applicable, as specified in each individual section.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Section 01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 - PRODUCTS

2.01 MATERIALS (GENERAL)

Materials may be new or used, but must be adequate in capacity for the required usage. They MUST NOT create unsafe conditions, and MUST NOT violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. The Contractor must maintain power to all existing buildings and areas.
- B. The Contractor is responsible for providing and paying for all power required for his operations.
- C. Contractor is responsible for arranging power for his office trailers(s), power tools, etc., at his own expense. The Contractor shall pay the costs of all power used.
- D. Provide POWER CENTERS for miscellaneous tools and equipment used in the work:

1. Weatherproof distribution box with minimum of four 20-amp., 120-volt grounded outlets.
 2. Locate so that power is available at any point of use with minimum 100-foot CONSTRUCTION-TYPE power cords.
 3. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded. Provide circuit breaker protection for each outlet.
 4. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes
- E. Provide adequate artificial lighting for all areas of work, when natural light is not adequate for work, and for areas accessible to persons other than Contractor's employees. Night work shall not be allowed unless specifically approved by the Owner.
- F. If Contractor requires service other than specified above, he shall arrange for, provide maintenance, and pay all costs incurred.

2.03 TEMPORARY WATER

Contractor shall make arrangements with the City of Hollywood Department of Public Utilities to obtain hydrant meter(s) for all temporary water at the project site. Contractor shall pay for all temporary water required for his operations.

2.04 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide temporary sanitary facilities in compliance with laws and regulations.
- B. Contractor shall provide for regular service, cleaning, and maintenance of temporary facilities and enclosures.
- C. Sanitary facilities shall be screened from the public view in accordance with applicable City of Hollywood regulations.

PART 3 - EXECUTION

3.01 GENERAL

- A. Comply with applicable requirements specified herein.
- B. Maintain and operate systems to ensure continuous service.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.

- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing facilities used for temporary services to specified, or to original, condition.

END OF SECTION

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SECTION 01560

TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Furnish, install, and maintain temporary control facilities required for construction; remove on completion of entire project any features not intended to remain on the project site.
- B. Provide noise control, dust control, water control, debris control, pollution control and erosion control as specified in the appropriate sections of these documents.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with federal, state, and local codes and regulations and utility company requirements.
- B. Contractor is required to prepare and submit the Notice of Intent (NOI) to the FDEP and prepare a Stormwater Pollution Prevention Plan (SWPPP) to be adhered to during construction.
- C. Contractor is required to prepare, submit and obtain all permits listed to be obtained by the contractor in Section 01060 – Regulatory Requirements and Notification.

PART 2 - PRODUCTS

2.01 MATERIALS (GENERAL)

- A. Materials may be new or used, but must be adequate in capacity and quality for the required usage, MUST NOT create unsafe conditions and MUST NOT violate requirements of applicable codes and standards.

2.02 TEMPORARY NOISE CONTROL

- A. Mechanical equipment shall be fitted with mufflers to reduce noise from internal combustion type engines.
- B. Bells, sirens, alarms, etc., shall be adjusted to provide adequate warnings to personnel on the project site; however, they shall be regulated to an intensity that is amenable to the neighboring communities.

- C. Exterior construction work noises shall be kept to a minimum during evening, night, and early morning hours. In addition, weekend and holiday noises shall be limited to acceptable levels. Acceptable noise levels are governed by the City of Hollywood Code of Ordinances, Chapter 100.
- D. In addition to on-site control, noise considerations shall be made to off-site vehicles and equipment (mobilization, demobilization, deliveries, etc.).

2.03 TEMPORARY DUST CONTROL

- A. Dust formed as a result of the construction shall be controlled by the Contractor. Cleaning of work areas and application of dust control materials are the most effective methods of dust control.
- B. Contractor shall control dust in accordance with the Stormwater Pollution Protection Plan (SWPPP).

2.04 TEMPORARY WATER CONTROL

- A. The flow of water through the construction site shall be controlled by the Contractor such that it does not damage any constructed items; however, it shall be diverted and channeled to effectively leave the site as soon as possible. Puddling and ponding on the site is not permitted.
- B. Water shall be controlled such that it does not enter excavated areas, nor is deposited on or against constructed features.
- C. Contractor shall control water in accordance with the Stormwater Pollution Protection Plan (SWPPP).

2.05 TEMPORARY DEBRIS CONTROL

- A. Provision shall be made by each Contractor to have available adequate containers to hold any and all debris that is to be generated from the project. Containers should be covered to prevent wind blowing paper, plastic, and lightweight products around and off the site.
- B. Provide acceptable containers for deposit of debris and waste. Instructions shall be given to personnel to utilize the trash containers. Containers shall be placed in convenient places at the site.
- C. At least once per week, a thorough cleaning of trash and debris shall be made at the construction site. An acceptable method of disposal shall be employed.
- D. Maintain all areas under the Contractor's control free of extraneous debris, garbage and waste matter.
- E. Initiate and maintain a specific program to prevent accumulation of debris at the construction site, storage and parking areas, or along access roads and haul routes.

- F. Prohibit overloading of trucks to prevent spillage on access and haul roads.
- G. Provide periodic inspection of traffic areas to enforce requirements.

2.06 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or air by the discharge of noxious substances from construction operations.
- B. Immediately remove and properly dispose of all contaminated materials upon discovery of spillage of noxious substances
- C. Take special precautions to prevent harmful substances from entering public waters.
- D. Provide systems for control of atmospheric pollutants and prevent toxic concentrations of chemicals.

2.07 EROSION CONTROL

- A. Abide by the Erosion Control Plan on the Drawings and described in the SWPPP submitted as part of the FDEP Notice of Intent.
- B. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills and from borrow and waste disposal areas to prevent erosion and sedimentation.
- C. Hold areas of bare soil exposed at one time to a minimum and provide temporary control measures such as berms, dikes and drains.
- D. Construct fills and waste areas by selective placement to eliminate surface silts and clays which erode.

PART 3 - EXECUTION

3.00 GENERAL

- A. Comply with all applicable requirements of local building codes.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.
- D. Preserve from damage all property along the line of work or which is in the vicinity of or is in any way affected by the Work. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

3.01 INSPECTIONS

- A. Prior to placing temporary facilities into service, inspect and test each service and arrange for inspections and tests by governing authorities and obtain required certifications and permits for use thereof.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified conditions.

END OF SECTION

SECTION 01570

MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction parking controls.
- B. Flares and lights.
- C. Haul routes.
- D. Traffic signs and signals.
- E. Removal.
- F. Detour routes.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Section 01010 - Summary of Work.
- C. Section 01510 – Temporary Utilities.
- D. Section 01560 – Temporary Controls.
- E. City Standards

PART 2 - PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted Traffic Control and Informational Signs: In accordance with FDOT and MUTCD Standards.

PART 3 - EXECUTION

3.01 GENERAL

- A. Coordinate Maintenance of Traffic with the City of Hollywood. To the greatest extent practical, vehicular and pedestrian traffic is to be maintained to the existing residences, business and public areas.

- B. Contractor shall provide temporary means of egress by means of boardwalks, temporary sidewalks or other approved equivalent systems to allow access to residences and businesses.

- C. Emergency vehicle access shall be provided at all times.

3.02 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, private property, business, and residential access.

- B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to private residences and businesses.

- C. Prevent parking on all major north-south roads, as well as those areas designated for public access.

3.03 FLAG PERSONS

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.04 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate project limits.

3.05 HAUL ROUTES

- A. Consult with the City of Hollywood to establish public thoroughfares to be used for haul routes and site access.

- B. Confine construction traffic to designated haul routes.

- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.06 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

- B. Relocate as work progresses, to maintain effective traffic control.

3.07 REMOVAL

- A. Remove equipment and devices when no longer required.

- B. Repair damage caused by installation.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART I – GENERAL

1.01 TRANSPORTATION AND HANDLING

Deliver manufactured materials and products to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact. Materials other than those designated within the Specifications shall not be delivered to the project site.

1.02 STORAGE AND PROTECTION

- A. Protect and preserve all materials until final acceptance of the Project. Store all materials in a manner to facilitate inspection and to prevent damage, contamination, intermixing, or theft.
- B. Miscellaneous metal, reinforcement bars, welded wire fabric, and masonry reinforcement materials shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.
- C. Store cementitious materials in weathertight sheds on elevated floors away from damp surfaces.
- D. Do not use and dispose of materials that have been stored for longer than their maximum recommended shelf life or beyond their recommend shelf date.
- E. Store and protect all material and equipment in accordance with manufacturer's recommendations.

1.03. PROTECTION OF EQUIPMENT

- A. Keep products clean by elevating above ground or floor and by using suitable coverings. Take such precautions as are necessary to protect apparatus and materials from damage. Failure to protect materials is sufficient cause for rejection of the apparatus or material in question.
- B. Protect factory finish from damage during construction operations and until acceptance of the project. Satisfactorily restore any finishes that become stained or damaged.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01700

PROJECT CLOSE-OUT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Comply with requirements stated in General and Special Conditions of the Contract and in Specifications for administrative procedures in closing out the work.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers his work is substantially complete, he shall submit to Engineer:
 - 1. A written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Engineer will schedule an inspection to determine the status of completion.
- C. Should Engineer determine that the work is not substantially complete:
 - 1. Engineer will promptly notify the Contractor, in writing, giving the reasons.
 - 2. Contractor shall remedy the deficiencies in the work, and shall send a second written notice of substantial completion to Engineer
 - 3. Engineer will re-inspect the work
- D. When Engineer concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion, accompanied by a list of items to be completed or corrected
 - 2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the certificate.

1.03 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed
 - 2. Work has been inspected for compliance with Contract Documents
 - 3. Work has been completed in accordance with Contract Documents

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational
 5. Equipment and systems instructions to Owner's personnel have been completed.
 6. Work is completed and ready for final inspection
- B. Engineer will schedule an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Engineer consider that the work is incomplete or defective:
1. Engineer will promptly notify the Contractor, in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Engineer that the work is complete.
 3. Engineer will re-inspect the work
- D. When Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make close-out submittals.

1.04 RE-INSPECTION FEES

Should the Engineer perform re-inspection due to failure of the work to comply with the claims of status of completion made by the Contractor, Contractor will compensate Engineer/Owner for such additional services.

1.05 ADDITIONAL SERVICES

Should Engineer be required to provide representation at the site for the administration of the Contract for Construction, more than thirty days after the specified Date of Substantial Completion of the work, Contractor will compensate Engineer for such additional services.

1.06 CONTRACTOR'S CLOSE-OUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities:
Certificate of Occupancy
- B. Project Record Documents: To requirements of Section 01720 and the general conditions of the Contract Documents.
- C. Warranties and Bonds: See Item G below
- D. Spare Parts and Operation and Maintenance Materials: To requirements of each specification section
- E. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions
- F. Certificate of Insurance for Products and Completed Operations
- G. One (1) Year Maintenance Warranty

H. Applicable Warranties from material and equipment manufacturers

1.07 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to Owner.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - a. Previous change orders
 - b. Unit prices
 - c. Deductions for liquidated damages
 - d. Other adjustments
3. Total Contract sum, as adjusted
4. Previous payments
5. Sum remaining due

C. Owner will prepare a final change order, reflecting approved adjustments to the Contract sum which were not previously made by change order.

1.08 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01720

PROJECT RECORD DRAWINGS

PART 1 – GENERAL

1.01 PROJECT RECORD DOCUMENTS

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Engineer Field Orders or written instructions.
 - 6. Reviewed Shop Drawings.
 - 7. Field test records.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Section 01700 – Project close-out
- C. City's Standards
- D. FPL Standards

1.03 MAINTENANCE OF DOCUMENTS

- A. Store documents in approved location apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents available at all times for inspection by Engineer and Owner. Record drawing information shall be maintained concurrently with Pay Requests.

1.04 MARKING DEVICES

- A. Provide ink marking pens for recording information in a color code.

1.05 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. As-builts created for partial certification purposes with the Broward County Health Department must meet all requirements for final record drawings. Partial As-builts with missing or incomplete information as listed below will not be accepted.

C. Record information currently with construction progress.

1. Do not conceal any work until required information is recorded.

D. Drawings shall be drawn to record actual construction in right-of-way and easement areas only:

1. RECORD DRAWINGS (GENERAL)

Horizontal location walls and other improvements shall be stationed to the base line. Horizontal locations for City of Hollywood owned facilities shall be provided in State Plane, NAD 83, format consistent with City of Hollywood requirements. Permanent surface reference points must be permanent structures manholes, catch basins, concrete sidewalk or concrete curbs. Edge of pavement and road intersections may not be used without the Engineer's approval. Any deviations from the alignment shown on the drawings must be noted.

Record drawings shall conform with the requirements set forth in the general and supplemental conditions of the Contract.

2. Existing utilities that are not shown on the plans that are found in the field are to be noted and recorded on the record drawings. Actual locations of all utilities shall be noted and recorded on the record drawings.
3. Field changes of dimension and detail.
4. Drainage and Control Structure RIM invert, and weir elevations.
5. Roadway, sidewalk, and site perimeter elevations.
6. Changes made by Field Order or by Change Order.
7. Details not on original Contract Drawings.
8. Northings/eastings or other horizontal control shall be provided for the construction baseline on the record drawings. All datums used by the surveyor shall be noted on the record drawings.

E. Specifications and Addenda; legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each item installed.
2. Changes made by Field Order or by Change Order.

1.06 SUBMITTAL

A. At Contract Close-Out, Record Documents shall be submitted to Engineer in the following formats for Owner:

1. Five bond sets on 24" x 36".
2. One CD with drawings in AutoCAD Release 2013 or later.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.

4. Title and number of each record document.
5. Signature of Contractor or his authorized representative.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 02016

EXISTING UTILITIES AND UNDERGROUND STRUCTURES

PART 1 – GENERAL

1.01 GENERAL

- A. The plans depict the approximate location of the known existing utilities. The locations of those facilities (horizontal and vertical) were obtained from survey information, Utility Atlas and Record Drawings provided by the applicable Utility Owners.
- B. Existing utilities shown are located according to the information available to the engineer at the time of the topographic survey(s). Guarantee is not made that all existing underground utilities are shown or that the location of those shown are entirely accurate. Finding the actual location of any existing utilities is the contractor's responsibility and shall be done before he commences any work in the vicinity. Furthermore, the contractor shall be fully responsible for any and all damages due to the contractor's failure to exactly locate and preserve any and all underground utilities.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 2 full working days prior to digging for direct bury and 10 days prior to digging or initiating construction of underwater construction activities, as required by Florida Statutes Chapter 556 throughout the duration of the construction project.
- B. Locate the cables, ducts, conduit, pipeline, etc. in advance of the proposed construction.
- C. Notify Engineer of any substantial changes and/or conflicts that would require a deviation in the plans. Late discovery of existing underground utilities does not constitute "required" deviations should early discovery prevent them.
- D. Repair any damage done to existing utilities at no additional expense to the Owner.
- E. Remove or modify those utilities scheduled to be removed or modified on the plans.
- F. All Asbestos cement pipe that is not abandoned in place shall be removed and disposed of off-site in a legal manner and in a manner to prevent the pipe from becoming friable.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 02065

DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK

The contractor shall coordinate with the City of Hollywood and the property owner prior to ANY demolition of existing hedges, curb, brick, plantings, driveways, fencing, decorative landscape features, or similar items. This provision shall apply whether the existing item(s) to be removed is within the right-of-way limits or on private property.

ON – SITE DEMOLITION

- A. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required for the removal of all items necessary to be removed in order to construct the project as shown on and in accordance with the plans and specifications.

OFF-SITE DEMOLITION

- A. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required to perform demolition and restoration of those existing items required to be modified to include proposed utilities, drainage structures, driveways, curbs, grades, and other items required to provide a complete and functional project.

DEMOLITION BY OTHERS (Not used)

REMOVAL PROCEDURES

- A. Complete or partial removal and disposal of specified existing debris, vegetation, asphalt, concrete, piping, structures, landscaping, and miscellaneous items and appurtenances encountered during construction operations.
- B. Temporary modification of structures, equipment, appurtenances, and utilities as necessary to allow for operation of the facilities during construction.
- C. Demolition, partial removal and cutting of existing asphalt, concrete, piping, structures, and appurtenances as required for the new construction.
- D. Handling of existing equipment to be reinstalled or salvageable as specified.
- E. Off-site disposal of excess and unacceptable materials including but not limited to asphalt, concrete, concrete blocks, bricks, steel, PVC, AC pipe, DIP, CI pipe, metal, debris, etc. All materials shall be disposed of off-site in a legal manner.
- F. This section may not cover all of the activities necessary to perform the work. The Contractor shall exercise due concern for the utility system operation and shall

diligently direct all of the Contractor's activities toward maintaining continuous operation of the existing facilities and minimizing operation impacts.

1.02 RULES AND REGULATIONS

- A. The Building Code of the State of Florida shall control the demolition, modification, or alteration of the existing site.
- B. No blasting shall be done on site.
- C. Refer to the City Standards and Code of Ordinances for additional requirements.

1.03 ACCESS

- A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads and walks both on-site and off-site and to ensure minimum interference with occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to the existing facilities.
- C. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the Owner. Provide alternate routes around closed or obstructed traffic in access ways.

1.04 PROTECTION

- A. The Contractor shall conduct construction activities to minimize damage to adjacent buildings, structures, roadways, utilities, storm drainage, and other facilities, including persons.

1.05 DAMAGE

- A. The Contractor shall immediately report damage caused to adjacent facilities by demolition operations. The Contractor shall promptly make all required repairs as directed by the Engineer and at no cost to the Owner.

1.06 UTILITIES

- A. It shall be the Contractor's responsibility to maintain existing utilities in service and protect against damage during demolition operations.
- B. Refer to the City Standards for additional requirements.

1.07 POLLUTION CONTROL

- A. For pollution control, use sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. Comply with the governing regulations.

- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations. Return areas to conditions existing prior to the start of work.
- C. Pollution control measures outlined in the Stormwater Pollution Prevention Plan shall be implemented during the entire construction timeline to control turbidity and sediment discharges to the stormwater system
- D. The Contractor shall provide for any required water quality monitoring programs as may be outlined in the SFWMD Dewatering Permit.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 02200

EARTHWORK, EXCAVATION, AND BACKFILL

PART 1 - GENERAL

1.01 SECTION INCLUDES

The work covered by this section consists of furnishing all labor, equipment, and materials, and performing all earthwork operations to include:

- A. Excavation and backfill of structures, foundations, and pavements.
- B. Surface preparation for structures, foundations, and pavements.
- C. Excavation and backfill of pipe trenches.
- D. Roadway area grading.
- E. Soil compaction and stabilization requirements for pipe trenches and roadway areas.
- F. Soil testing for pipe trenches and parking areas.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. American Association of State Highway and Transportation Officials (AASHTO)
 - T-180 Standard Method of Test for Moisture–Density Relations of Soils Using a 10-lb Rammer and a 18-in. Drop
- C. American Society for Testing and Materials (ASTM)
 - D698 Moisture-Density Relationship of Soils.
 - D1556 Standard Method of Test for Density of Soil in Place by Sand Cone Method.
 - D2487 Classification of Soils for Engineering Purposes.
 - D6938 Density of Soil and Soil-Aggregate in Place by Nuclear Methods

1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- B. Section 01410 - Testing Laboratory Services
- C. Section 02016 - Existing Utilities and Underground Structures

- D. Section 02510 - Paving and Surfacing
- E. City of Hollywood Right of Way Standards
- F. FDOT Standards for Road and Bridge Construction, latest ed.

1.04 FIELD MEASUREMENTS AND COORDINATION

- A. Verify that survey benchmark, control point, and intended elevations for the work are as shown on the Drawings.
- B. Verify that work associated with lower elevation utilities is complete before placing higher elevation utilities.

1.05 SUBSURFACE SOILS DATA

- A. Owner and Engineer make no representations or statements as to site or soil conditions, and therefore do not assume any responsibility for actual site or soil conditions. It shall be Contractor's responsibility to determine for himself existing site and/or soil conditions.

PART 2 - PRODUCTS

2.01 EXCAVATION

- A. All excavation is unclassified. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

2.02 SOURCE QUALITY CONTROL

- A. If tests for a material type fail three times, the Engineer may reject the source supplier and require the contractor to submit a new source for approval, at no additional cost to the Owner. The in-situ material is considered acceptable material and may be used, provided it meets the specified requirements.
- B. Quality control of the work shall be the Contractor's responsibility and Contractor shall make every effort to produce the best quality work as specified on the Drawings and in these Specifications.

2.03 STRUCTURAL FILL AND BACKFILL

- A. Fill and backfill under and around all structures shall be suitable on-site excavated material or approved imported material. Material shall be free of organic material, shall not have more than 10 percent by dry weight passing the U.S. Standard No. 200 sieve, and shall have no rocks larger than 3 inches in size. On-site Fine Sand (SP), without roots or other deleterious materials, is suitable material. Imported material may be provided by the Contractor at no additional cost to the Owner.
- B. On site soils with more than 10% by dry weight passing the U.S. Standard No. 200

sieve and/or particle sizes larger than 3 inches are not suitable for use as fill under pavements or structures.

- C. Backfill behind walls shall be as specified above except that they shall not have more than 4% by dry weight passing the U.S. Standard No. 200 sieve.

2.04 EARTH FILL

- A. On-site excavated material free from roots, trash, and rocks larger than 3 inches.

2.05 FLOWABLE FILL

- A. Provide and place flowable fill in accordance with the requirements of Section 121 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.

2.06 WATER FOR COMPACTION

- A. Contractor shall furnish potable water, as required. Contractor may coordinate with the City of Hollywood Department of Public Utilities to arrange for a hydrant meter for water during construction. Costs associated with the hydrant meter shall be paid for by the Contractor. Water trucks shall be used as required.

2.07 EQUIPMENT

- A. All equipment shall be suitable and adequate to perform the work specified. Compaction equipment shall be vibratory type. It is recommended that the contractor perform a preconstruction assessment of existing adjacent structures and monitor those structures for settlement during the construction period. Contractor shall notify Owner of any settlements that occur at existing adjacent structures.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations. Protect bench marks, survey control points, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- B. Locate, identify, and protect utilities that remain from damage.

3.02 STRIPPING TOPSOIL

- A. Stripping of topsoil shall be performed prior to any cutting, excavation, removal and/or replacement or fill materials.
- B. Strip topsoil from designated areas within boundaries of proposed construction lines to a depth of approximately 6" to 8.5". The top materials stripped shall be removed and disposed of off site, unless authorized for use on the site landscaping areas by

the Engineer or Owner. Top materials shall not be used under roadway or parking areas.

- C. Stripping of topsoil shall ensure that entire site is stripped and scraped clean of all brush, weeds, grass, roots, vegetation, etc.

3.03 CUTTING

- A. Except as otherwise specified, after stripping of topsoil all site areas which are above elevation required shall be cut to subgrades required by drawings.

3.04 FILLING

- A. Except as otherwise specified, after stripping of topsoil, all site areas which are below elevation required shall be compacted as specified and then over such areas clean granular fill placed and compacted. Each layer of compacted fill shall not exceed 12 inches in thickness. Fill shall be suitable on-site excavated material or approved imported material. Material shall be free of organic material, shall not have more than 10% by dry weight passing the U.S. Standard No. 200 sieve, and shall have no rocks larger than 3 inches in size. On-site fine sand (SP), without roots or other deleterious material, is suitable material. Imported material shall be provided by the contractor at no additional cost to the owner. Each layer of fill shall be compacted to a minimum 100% density as determined by a modified Proctor, in accordance with AASHTO T-180. If hand-held compaction equipment is used, the lift thickness should be reduced to 6 inches. Filling and compaction shall continue until subgrades required for various areas are reached. All holes and depressions caused from removal of trees, stumps, etc. shall be filled and compacted. Fill shall be good clean material as previously specified.

3.05 EXCAVATION UNDER STRUCTURES AND PAVEMENT AREAS

- A. Excavation shall be performed to elevations and dimensions required by drawings with suitable allowance made for construction operations and inspections. Excavation carried to depths below required elevations shall be replaced in loose layers a maximum of 6" in depth and compacted in a manner to achieve a minimum density of 100% of the standard Proctor maximum density as determined by AASHTO T-99, Method C. Contractor may place additional concrete in lieu of replacing and compacting excess excavation as specified above to fill excess cut. Correction of excess cut shall be responsibility of Contractor at no additional cost to Owner.
- B. Compact disturbed load bearing soil in direct contact with foundations to achieve a minimum density of 100% of the standard Proctor maximum density as determined by AASHTO T-99, Method C.
- C. Verify that the specified density extends to 2 feet below the bottom of the structure or pavement base course to be installed.
- D. Slope banks with machine to angle of repose or provide necessary shoring.
- E. Do not interfere with 45 degree bearing splay of existing foundations without

providing adequate means of shoring protection.

- F. Grade top perimeter of excavating to prevent surface water from draining into excavation.
- G. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- H. Correct areas over excavated in accordance with this section.
- I. Remove excavated material unsuitable for backfill from site.
- J. When muck or other deleterious materials is encountered in the excavation, it shall be completely removed within the area of the structure or pavement and to a depth where acceptable material is encountered. After removal of all muck or other deleterious material, the area shall be backfilled with approved fill material to the specified grade.

3.06 TRENCH EXCAVATION AND PREPARATION

- A. Excavation: Excavate as required for the installation of all piping, utilities, conduits, and appurtenances.
- B. Trench Width: Cut trenches sufficiently wide to enable installation, compaction and inspection. The maximum width will not be limited except where excessive trench width would cause damage to adjacent structures or piping.
- C. Grade: Excavate the bottom of the trench to the line and grade shown, or as established by the Engineer with proper allowance for pipe bedding.
- D. All trench work shall comply with OSHA Standards and the Trench Safety Act of 1990, with latest revisions.
- E. Piping shall be installed in a dry trench.
- F. When acceptable material is encountered in the trench, the bottom shall be excavated and graded to the depth required so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground at every point between bell holes.
- G. Bell holes shall be provided at each joint to permit the joint to be made properly. At no time shall the bells support the pipe when in the trench.
- H. When muck or other deleterious materials is encountered in the trench, it shall be completely removed for the width of the trench at the pipe and to a depth where acceptable material is encountered. After removal of all muck or other deleterious material, the trench shall be backfilled with bedding material to the bottom of pipe grade.
- I. See City Standards for additional requirements.

3.07 MAINTENANCE OF EXCAVATION

- A. The excavation shall be maintained at a dry condition at all times.
- B. All side slopes shall be such that material will not slide into the bottom of the excavation and any material doing so shall be immediately removed. Trench side slopes shall be in accordance with local codes, OSHA requirements, and the Trench Safety Act.
- C. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls shall be left unobstructed and accessible until the work is completed.
- D. Trees, shrubbery, fences, poles, bollards and all other property and surface structures shall be protected unless their removal is shown on the drawings or authorized by the Engineer. When it is necessary to cut roots and tree branches, such cutting shall be done under the supervision and direction of the Engineer.
- E. The attention of the Contractor is drawn to the fact that during excavation at the project site, the possibility exists of the Contractor encountering various utilities (water, chemical, electrical, gas, or other) not shown on the drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- F. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while the work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

3.08 BACKFILL UNDER STRUCTURES AND PAVEMENT AREAS

- A. Backfilling of excavated areas under, around or over building and structural appurtenances and pavement, concrete or pavers shall be performed with clean fill materials which are free of debris, organics, trash or other deleterious substances. Backfill under and around all structures shall be suitable on-site excavated material or approved imported material. Material shall be free of organic material, shall not have more than 10% by dry weight passing the U.S. Standard No. 200 sieve, and shall have no rocks larger than 3 inches in size. On-site fine sand (SP), without roots or other deleterious material, is suitable material. Imported material shall be provided by the contractor at no additional cost to the owner. Suitable compaction equipment shall be used to obtain density described previously for entire depth of backfilling. Each layer of backfill under structures, pavements, and pavers shall be compacted to a minimum of 100% density as determined by a modified Proctor, in accordance with AASHTO T-180. Each layer of compacted backfill shall not exceed 12 inches in thickness. If hand-held compaction equipment is used, the lift thickness should be reduced to 6 inches. The completed, compacted surface shall be at the proper final subgrade elevation. Backfilling and compaction within the FDOT Rights of

Way shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

- B. Verify that the specified density extends to 12 inches below the bottom of the structure or pavement base course to be installed. Slope banks to angle of repose or provide necessary shoring.

3.09 TRENCH BACKFILLING

- A. Haunch Backfill: Carefully place Pipe Bedding material so as not to damage the pipe in maximum 6 inch loose lifts and compact to the pipe centerline. Use hand-held compaction equipment.
- B. Pipe Zone: Backfill with Pipe Bedding material in maximum 12 inch loose lifts and compact to a point 12 inches above the pipe crown.
- C. Under Pavement/Concrete/Paver Areas, and Structures: In areas where backfill settlement must be held to a minimum, backfill above the pipe zone with Pipe bedding material in maximum 12 inch loose lifts and compact to a point 12 inches above pipe crown. Backfilling and compaction within the FDOT Rights of Way shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- D. Outside Pavement/Concrete/Paver Areas: In areas where backfill settlement is not critical, backfill above the pipe zone with earth fill material to a density equal to or greater than the soil adjacent to the pipe trench, but not less than 95% of the standard Proctor maximum density as determined by AASHTO T-99, Method C, to final grade.
- E. No material shall be used for backfill which contains muck or other deleterious material or material with an excessive void content. All backfill shall be composed of select clean granular material.
- F. All trenches and excavation shall be backfilled immediately after all pipe and joints have been investigated and approved by the Engineer or Utility Department, subject to satisfactory pressure and leakage test results, as required.
- G. Backfill, in general, shall be kept up with the rate of pipe laying. No more than 200 feet of pipe trench shall be open at one time at any one project location.
- H. See City Standards for additional requirements.

3.10 BACKFILL AROUND STRUCTURES

- A. Obtain Engineer's acceptance of concrete work and attained concrete strength prior to backfilling.
- B. Backfill with Structural Backfill material. Each layer of compacted backfill shall not exceed 12 inches in thickness. Compact to a minimum 100% density as determined by a modified Proctor, in accordance with AASHTO T-180.

- C. Compact backfill adjacent to structures with equipment that will not damage the structure.
- D. Backfill with flowable fill or other material shall be only if reviewed and approved by the Engineer.

3.11 SITE GRADING

- A. Fill and contour site areas with earth fill material to elevations shown and as required to prepare the site for landscape grading and sodding.
- B. Place materials in maximum 12 inch loose lifts and compact as required to limit subsequent settlement.

3.12 COMPACTION TESTING

- A. In-situ compaction testing shall be performed by a certified laboratory.
- B. Compaction testing shall be done by nuclear density equipment or other approved methods. (ASTM D-2937, D-1557, D-6938)
- C. Density testing shall be performed as follows:
 - 1. Pipe Trenches: 1 test per lift per 200 feet of pipe.
 - 2. Fill Under/Around Structures: 1 test per lift under each structure or 1 backfill test per lift per drainage or sanitary structure installed.
 - 3. Fill Under Pavement Areas: 1 test per lift per 2,000 square feet of compacted surface area.
- D. Test results in a specific location are only representative of a larger area if the contractor has used consistent compaction means and methods and the soils are practically uniform throughout. If it is determined by the Owner/Engineer that there are variations in the compaction methods and/or soil uniformity, additional testing may be required.

3.13 FINAL AND FINISH GRADING

- A. Using clean topsoil, perform all final and finish grading in all yard and planting areas indicated on drawings. Topsoil shall be placed to a minimum of 4" thickness, rototilled to a minimum depth of 8", leveled and finish graded in all areas. No pavement base course material or broken asphalt will be allowed as topsoil materials in landscaping areas.
- B. Final grading shall be performed and grades shaped to finished elevations indicated. Finish grades (top of the soil) shall be approximately 1-1/2" below edges of pathways, curbs and other paved or concrete slabs. After sod installation, the top of the sod shall not be more than 1/2" below or shall be flush with the grade established by any adjacent paved or curbed surface.
- C. The Contractor shall verify that all finish subgrades are correct prior to beginning installation of sod and planting materials. Upon completion of the project work, the

Contractor shall prepare "record drawings" verifying that all finish grades are in accordance with the contract documents and shall submit same to the Engineer for review and acceptance prior to requesting final inspection of the project. The "record drawings" shall be prepared by a surveyor registered in the State of Florida.

- D. Upon project completion, all areas of site within immediate construction and adjacent areas shall be completely cleaned of all debris occasioned by this construction of this construction. Particular attention is called to any cement, mortar, masonry drippings and plaster which shall be completely removed from planting and lawn areas and shall be disposed of off site.
- E. All areas adjacent to site and all areas not within contract construction areas shall be left in reasonably same condition as they were found prior to commencement of construction.
- F. Any damage to the existing adjacent facilities including adjacent lakes or roads, and related areas such as, but not limited to, finish grades, slopes, grass sod, structures, pipe, etc. shall be repaired and restored to a proper and appropriate condition acceptable to the Owner and Engineer.

3.14 EXCESS MATERIAL

- A. Remove all excess suitable material from the site and dispose of at Contractor's expense.
- B. Unsuitable materials shall also be removed and disposed of off-site at Contractor's expense.

END OF SECTION

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SECTION 02485

GRASSING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall furnish all labor, equipment, and materials necessary for grassing all areas disturbed by his operations and any other areas on the plans indicated to receive grassing. It is the intent of this specification that damaged areas are to be replaced in kind, with sod to be used for all maintained yard areas. Contractor shall take all steps practical to minimize the area required to be sodded. All grassing shall be in accordance with Section 570 of the current FDOT Standard Specifications for Road and Bridge Construction, except as modified herein.

1.02 STORAGE OF MATERIALS

The Contractor shall provide space for storage of sod prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic or interfere with other aspects of the work.

1.03 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

PART 2 - PRODUCTS

2.01 SOD

- A. Types: Sod shall be St. Augustine Floratam, Argentine Bahia, Centipede, or Bermuda, depending on type of existing sod in adjacent area to be matched or as per the drawings. Sod shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to private lawns, types of sod other than those listed above may be used if desired by the affected property owners and approved by the Engineer. Sod shall be delivered in commercial-size rectangles, preferably 12-inch by 24-inch or larger.
- B. Condition: The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be kept moist from the time it is planted.

2.02 GRASSING EQUIPMENT

- A. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION METHODS

No grassing shall be done when the ground is unduly wet or otherwise not in a suitable condition. Whenever a suitable length of right-of-way, disturbed area, or other area has been graded, it shall be made ready, when directed by the Owner/Engineer, and grassed in accordance with these specifications. Grassing shall be incorporated into the project at the earliest practical time in the life of the contract.

3.02 SODDING

- A. Preparation of Area to be Sodded: The ground which is to receive sod shall have been graded to proper elevations (2" below sodded grade) to match pre-construction conditions or proposed grades. All disturbed swales and ditches shall have been restored to their pre-construction condition or better. The pre-construction grade shall be maintained and the prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, patches of existing grass, and other material which will interfere with the sod-laying operations or subsequent mowing and maintenance operations.
- B. Laying of Sod: Sod shall be installed in all areas so designated by Owner/Engineer. Sod shall be carefully placed so that each piece abuts flush to all surrounding sod, regardless of whether surrounding sod is new or existing. All sod joints shall be staggered. Where new sod is to be placed adjacent to existing sod, the new sod must be cut in to match the elevation of the existing sod. Uneven sod which might cause mowing problems will be rejected. New sod laid on top of existing sod will also be rejected. All sod placed on steep slopes (greater than 1:1) shall be pinned with a wooden pin to keep it in place.
- C. Rolling: Immediately after completion of the sod laying, the entire sodded area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.
- D. Watering: Newly-sodded areas are to be watered by Contractor as necessary to keep sod alive until the Contractor is closed out. Dead sod shall be replaced by Contractor prior to contract closeout.

END OF SECTION

SECTION 02822

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 SUMMARY

Section Includes: Chain link fences and gates associated with sitework.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A 392 - Zinc Coated Steel Chain Link Fence Fabric
 - 2. ASTM C 94 - Ready Mixed Concrete
- B. Chain Link Fence Manufacturers Institute (CLFMI) latest edition Product Manual

1.03 SUBMITTALS

- A. Submittal Process: Submit in accordance with Section 01330 – Submittal Procedures.
- B. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements as measured by a Professional Surveyor and Mapper.
- C. Shop Drawings for all products utilized.

1.04 QUALITY ASSURANCE

Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum 3 years documented experience.

PART 2 – PRODUCTS

1.01 MATERIALS

- A. Steel Posts: Type I or II or roll formed "C" Section steel conforming to CLFMI and as specified hereinafter.
- B. Fabric: No. 9 gage (0.148 nominal) galvanized steel wire in 2 inch mesh; ASTM A 392, top and bottom selvages twisted and barbed, height as shown. Furnish 1 piece fabric widths.
- C. End, Corner, and Pull Posts: Minimum sizes and weights as follows:
 - 1. Up to 13 Foot Fabric Height: Type I or II in accordance with CLFMI Product Manual.
 - 2. 13 foot and over Fabric Height (If required):
 - i. Type I Posts: Round; 4.0 inch outside diameter pipe, 9.10 lbs/lin ft.
 - ii. Type II Posts: 4.0 inch outside diameter pipe, 6.56 lbs/lin ft.
 - 3. Line (Intermediate) Posts: Minimum sizes and weights as follows:
 - 4. Up to 8 Foot Fabric Height: Type I, II, or "C" Section in accordance with CLFMI Product Manual.

5. Over 8 Foot Fabric Height:

Type I Posts:

- 1) Round: 2.875 inch outside diameter pipe, 5.79 lbs/lin ft.
- 2) Square: 2.5" x 2.5" outside dimension, 5.10 lbs/lin ft.

Type II Posts: 2.875 inch outside diameter pipe, 4.64 lbs/lin ft.

Gate Posts: Type I or II in accordance with CLFMI Product Manual.

- A. Top, Bottom, and Intermediate Rails: Type I or II in accordance with CLFMI Product Manual.
- B. Couplings: Expansion type, approximately 6 inches long.
- C. Attaching Devices: Means of attaching top rail securely to each gate, corner, pull, and end post.
 1. Sleeves: Galvanized steel pipe not less than 6-inches long with inside diameter not less than $\frac{1}{2}$ inch greater than outside diameter of pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than 1 inch greater than outside diameter of sleeve.
 2. Tension Wire: 7 gage galvanized steel conforming to CLFMI, Marcellled, located at bottom of fabric.
 3. Wire Ties: Class 1 galvanized steel, no less than 9 gage.
- D. Post Brace Assembly: Manufacturer's standard adjustable brace at end of gate posts and at both sides of corner and pull posts, with horizontal brace located at mid height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375-inch diameter rod and adjustable tightener.
- E. Post Tops: Galvanized steel, weather tight closure cap for each tubular post. Furnish caps with openings to permit passage of top rail.
- F. Stretcher Bars: Galvanized steel, 1 piece lengths equal to full height of fabric, with minimum cross section of 3/16-inch x 3/4-inch. Provide one stretch bar for each gate and end post, and two for each corner and pull post.
- G. Stretch Bar Bands: Manufacturer's standard
- H. Gate Cross bracing: 3/8-inch diameter galvanized steel adjustable length truss rods.
- I. Ready Mix Concrete: ASTM C94, mix design as follows:
 1. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water reducing admixture, air entraining admixture, and water to produce following:
 - i. Compressive Strength: 3,000 psi, minimum at 28 days, unless otherwise indicated on Construction Drawings.
 - i. Slump Range: 1 to 3 inches at time of placement
 - ii. Air Entrainment: 5 to 8 percent
- J. Swinging Gate Hardware:

1. Hinges: Size and material to suit gate size, non lift off type, offset to permit full 180-degree gate opening. Provide a pair of 1 1/2-inch hinges for each leaf over 6'-0" nominal height.
2. Latch: Forked type or plunger bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
3. Double Gates Hardware: Provide gate stops for double gates, consisting of mushroom type of flush plate with anchors set in concrete, to engage center drop rod or plunger bar. Include locking device and padlock eye as integral part of latch, using 1 padlock for locking both gate leaves.
4. Sliding Gate Hardware: Provide manufacturer's standard heavy duty track, ball bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, and accessories as required.

1.02 GATE FABRICATION

Fabricate swing gate perimeter frames of 1.90-inch OD pipe, galvanized steel. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8' 0" apart.

Assemble gate frames by welding or special fittings and rivets, for rigid connections. Install same fabric as for fence with stretcher bars at vertical edges. Install diagonal cross bracing on gates as required ensuring rigid frame without sag or twist. Bars may be used at top and bottom edges. Attach stretchers to gate frame at 15 inches o.c. maximum.

Attach hardware to provide security against removal or breakage.

1.03 FINISH

Fabric, Framing, and Other Iron Parts: Hot dip zinc coated in accordance with CLFMI Product Manual.

PART 3 – EXECUTION

1.01 INSTALLATION

- A. Install chain link fence in accordance with CLFMI Product Manual unless otherwise specified herein.
- B. Comply with recommended procedures and instructions of fencing manufacturer. Provide secure, aligned installation with line posts spaced at 10' 0" o.c. maximum.

Methods for Setting Posts:

1. Grade Set Posts:
 - a. Drill or hand excavate to a depth approximately 3 inches lower than post bottom. Set post bottom not less than 36 inches below finish grade.
 - b. Excavate each post hole to 12 inch diameter, or not less than four times diameter of post.
 - c. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations. Extend concrete footing 2-inches above

grade and trowel crown to shed water.
d. Post shall be set plumb within 1/4" in 10 feet.

2. Sleeve Set Posts: Anchor posts by means of pipe sleeves preset and anchored into concrete. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with nonshrink, non metallic grout, mixed and placed to comply with grout manufacturer's directions.
- C. Top Rails: Run rail continuously, bending to form radius for curved runs. Provide expansion couplings as recommended by manufacturer.
- D. Center Rails: Provide center rails where indicated. Install in 1 piece between posts and flush with post on fabric side, using special offset fittings where necessary.
- E. Brace Assemblies: Install braces so posts are plumb when diagonal rod are under proper tension.
- F. Tension Wire: Install tension wires through post cap loops before stretching fabric and tie to each post cap with not less than 6 gauge galvanized wire. Fasten fabric to tension wire using 11 gauge galvanized steel hog rings spaced 24-inches o.c.
- G. Fabric: Leave approximately 2 inches between finish grade and bottom selvage. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
- H. Stretcher Bars: Secure at end, corner, pull, and gate posts by threading through or clamping to fabric at 4 inches o.c. and secure to posts with metal bands spaced at 15 inches o.c.
- I. Tie Wires:
 1. Use U shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly when ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing.
 2. Tie fabric to line posts with wire ties spaced 12 inches o.c. Tie fabric to rails and braces with wire ties spaced 24 inches o.c. Tie fabric to tension wires with hog rings spaced 24-inches o.c.
 3. Manufacturer's standard procedure will be accepted if of equal strength and durability.
- J. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- K. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground set items in concrete for anchorage. Adjust hardware for smooth operation and lubrication.

1.02 ADDITIONAL INSTALLATION PROVISIONS

- A. Use U-shape tie wires, conforming to the diameters of pipe, that clasp the pipe and fabric firmly with ends twisted at least 2 full turns.

- B. Bend ends of exposed wires to minimize hazards to persons or clothing.
- C. Install nuts for fasteners on tension bands and hardware bolts on the side of the fence opposite the fabric. The ends of bolts, once secure and checked for smooth operation, shall be peened to prevent removal of nuts.
- D. Repair coatings damaged in the field with methods and techniques as recommended by the manufacturer.

END OF SECTION

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SECTION 03100
CONCRETE FORMWORK

PART 1 — GENERAL

1.01 WORK INCLUDED

- A. Formwork for cast-in place concrete, with shoring, bracing, and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.02 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Section 03200 - Concrete Reinforcement
- B. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ACI 347 - Recommended Practice for Concrete Formwork.
- D. PS 1 - Construction and Industrial Plywood.
- E. 2007 Florida Building Code

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of each document on site.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for design, fabrication, erection, and removal of formwork.

1.06 COORDINATION

- A. Coordinate this Section with other Sections of work which require attachment of components to formwork.
- B. Coordinate formwork with reinforcement installation to provide sufficient concrete cover over reinforcement.

PART 2 – PRODUCTS

2.01 WOOD FORM MATERIALS

- A. Form Materials: At the discretion of the Contractor.

2.02 FORMWORK ACCESSORIES

- A. Wall Form Ties: Removable Snap-off type, 316 stainless steel, fixed length, cone type, with waterproofing rubber washer, 1-1/2 inch back break dimension, free of defects that could leave holes larger than 1-inch in concrete surface.
- B. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Corners Chamfer, wood strip type; 3/4 x 3/4 inch size; maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

- A. Earth forms are not permitted.

3.03 ERECTION - FORMWORK

- A. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 318.
- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members which are not indicated on Drawings.
- F. Provide chamfer strips on external corners of all exposed concrete elements.
- G. Induce camber on existing roof slab structure prior to casting concrete.

3.04 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water.
- D. Keep surfaces coated prior to placement of concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, regrets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install waterstops continuous without displacing reinforcement. Heat seal joints watertight. Conform to manufacturers recommendations.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.06 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Use compressed air to remove remaining foreign matter.

3.07 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 318.

- B. Camber slabs and beams 1/4 inch per 10 feet in accordance with ACI 318.

3.08 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- B. Do not reuse wood formwork more than three times for concrete surfaces to be exposed to view.

3.09 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 — GENERAL

1.01 WORK INCLUDED

- A. Reinforcing steel bars, wire fabric, and accessories for cast-in-place and precast concrete.

1.02 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Section 01300 - Submittals
- B. Section 03100 - Concrete Formwork
- C. Section 03300 - Cast-in-Place Concrete
- D. Section 03410 – Structural Precast Concrete

1.03 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 – Building Code Requirements for Reinforced Concrete
- C. ACI SP-66 - American Concrete Institute -Detailing Manual.
- D. ANSI/ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- E. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- F. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- G. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- H. ASTM A704 - Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
- I. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts, and Connections in Reinforced Concrete Construction.
- J. CRSI -Concrete Reinforcing Steel Institute -Manual of Practice.
- K. CRSI 63 -Recommended Practice For Placing Reinforcing Bars.
- L. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications, and Nomenclature.
- M. Florida Building Code (Latest Edition)

1.04 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01300.
- B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Maintain one copy of document on site.

1.06 QUALIFICATIONS

- A. Welders' Certificates: Submit under provisions of Section 01300 Manufacturer's Certificates, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

1.07 COORDINATION

- A. Coordinate with placement of formwork, formed openings, and other Work.

PART 2 — PRODUCTS

2.01 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, 60-ksi yield grade; deformed billet steel bars, unfinished.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets unfinished.

2.02 ACCESSORY MATERIALS

- A. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- B. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather-exposed Concrete Surfaces: Plastic coated steel or stainless steel type; size and shape as required.

2.03 FABRICATION

- A. Fabricate concrete reinforcing in accordance with ACI 318.

- B. Locate reinforcing splices not indicated on drawings, at point of minimum stress. Review location of splices with Engineer.

PART 3 — EXECUTION

3.01 PLACEMENT

- A. Place, support, and secure reinforcement against displacement. Do not deviate from required position.
- B. Do not displace or damage vapor barrier.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing according to ACI-318 and plans.

END OF SECTION

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SECTION 03300

CAST-IN-PLACE CONCRETE

PART I — GENERAL

1.01 Notice: Engineer shall be given 48 hours advance notice to all concrete placements and no concrete shall be placed without approval of Engineer.

1.02 WORK INCLUDED

A. Cast-in-place concrete foundations, walls, slab-on-grade, equipment pads, underground concrete vaults and structures, pipe supports, curbs, and sidewalks.

1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Section 01300 - Submittals
- B. Section 01410 - Testing Laboratory Services
- C. Section 03100 - Concrete Formwork
- D. Section 03200 - Concrete Reinforcement

1.04 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete
- C. ASTM C33 - Concrete Aggregates.
- D. FDOT Standard Specifications for Road and Bridge Construction
- E. ASTM C94 - Ready-mixed Concrete.
- F. ASTM C150 - Portland cement.
- G. ASTM C260 - Air Entraining Admixtures for Concrete.
- H. ASTM C494 – Chemical Admixtures for Concrete
- I. ASTM C618 – Pozzolonic Materials.

1.05 QUALITY ASSURANCE

- A. Perform Work: in accordance with ACI 301 and FDOT Standard Specifications.
- B. Obtain materials for same source throughout the Work.
- C. Submit manufacturer's certification that materials meet specification requirements.

D. Submit ready-mix delivery tickets, ASTM C94-78.

1.06 TESTS

- A. Testing and analysis of concrete will be performed under provisions of this Section and Section 01410.
- B. Submit proposed mix design of each class of concrete to Engineer for review prior to commencement of work in accordance with Submittal Section. Submittal shall include proposed location for each class of concrete.
- C. Independent Testing laboratory shall take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- D. Provide 5 cylinders per set. Test one at 3 days, one at 7 days, two at 28 days, and hold one.
- E. Slump tests shall be taken for every truck delivery and each set of test cylinders taken.
- F. In general, cylinders shall be taken for each concrete pour event, and every 50 cubic yards placed.
- G. All tests failing minimum specified criteria shall be billed to and paid for by the Contractor.

1.07 SUBMITTALS

- A. Submit product data under provisions of Section 01300 for Fine and Coarse aggregates, admixtures, concrete mix design, joint devices, attachment accessories, and curing compounds.

PART 2 — PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement: ASTM C150 - Type II Cement.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean potable water.

2.02 ADMIXTURES

- A. Air Entrainment: ASTM C260. Use Darex II AEA or equal.
- B. Water-reducing admixture may be used and must meet ASTM C-494 as a Type A and Type D. Use WRDA 64 or equal. Add in accordance with ACI-350.
- C. Use of calcium chloride is not permitted.

- D. Air entraining agent to normal weight concrete mix if used, shall not exceed 4%.
- E. Superplasticizers must meet all ASTM requirements and have compatibility test results with approved mix design.

2.03 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete to satisfy the following requirements
 - 1. Compressive Strength (28 days): 3000 psi for sidewalks and curbs, 4000 psi all other locations.
 - 2. Water/Cement ratio maximum 0.48 without admixtures by weight.
 - 3. Fly Ash Content: maximum 15% of cement content, Type F only.
 - 4. Slump 4 ± 1 inch regular, 7-8 inch with superplasticizer, 6-8 inch pea rock pump mix.
- C. Use set-retarding admixtures during hot weather only when approved by Engineer.
- D. Air entraining agent may be considered in concrete mix; however, content must be kept to a minimum, and carefully monitored for addition to mix design.
- E. Superplasticizer shall be used in all R/C walls that are water holding structures; i.e., clearwell, containment walls, etc.

2.04 ACCESSORIES

- A. Vapor Barrier: 10 mil thick clear polyethylene film, type recommended for below-grade application.
- B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.
- C. Water Stop (PVC): 4" x 3/16" water stop, Dumbell polyvinylchloride Greenstreak - Style 741 or approved equivalent.
- D. Water Stop (Other): Bentonite type strips Rx101, or applicable to condition, as manufactured by Volclay, or equal.
- E. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- F. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel or stainless steel type; size and shape as required. Do not use concrete or clay bricks to support reinforcing.

- G. Backing rod and sealant as indicated on drawings for construction joints.

PART 3 — EXECUTION

3.01 INSPECTION

- A. Verify reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.
- B. Verify site dewatering conditions. All foundations shall be cast in the dry.
- C. Verify requirements for concrete cover over reinforcement.
- D. Clean forms of trash, wood, excess steel, and deleterious materials.

3.02 PREPARATION

- A. Install vapor barrier under all slabs, footings, and other concrete exposed to earth. Lap joints a minimum of 6 inches. Do not disturb or damage vapor barrier while placing concrete. Repair damaged vapor barrier.
- B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, clean holes, insert steel dowels and epoxy in accordance with manufacturer's installation instructions keeping the minimum embedments specified on drawings.
- C. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.03 PLACING CONCRETE

- A. Notify Engineer and Owner's Representative minimum 48 hours prior to commencement of concreting operations.
- B. Place concrete in accordance with ACI 301 and FDOT Standard Specifications.
- C. Hot Weather Placement ACI 301.
- D. Cold Weather Placement ACI 301.
- D. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- F. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
- G. Contractor shall be responsible for means and methods to ensure concrete is poured in a dry area.
- H. Contractor needs to use mechanical vibrating equipment for consolidating concrete and should have a minimum of (2) two operable vibrators on the job.

- I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- J. Saw cut curb joints within 24 hours after placing. Use 3/16 inch thick blade, cut 1/4 of slab thickness.
- K. Screed floors level, maintaining surface flatness of maximum 1/4 inch in 10 ft.

3.04 FINISHING

- A. Provide formed concrete walls, columns, beams, Class 5 finish above the water line.
- B. Finish concrete floor surfaces in accordance with ACI 301 steel trowel finish.
- C. Finish exterior walking surfaces with light broom.

3.05 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Water cure concrete surfaces in accordance with ACI 301 for 7 days or apply curing compound.
- C. Contractor shall use curing compounds for vertical surfaces.

3.06 PATCHING

- A. Notify Engineer immediately upon removal of forms. No surfaces are to be patched or backfilled prior to being reviewed by the Engineer.
- B. Patch imperfections as requested by the Engineer or his field representative in accordance with ACI 301 and FDOT Standard Specifications.
- C. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

3.07 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels, lines, details, elevations, dimensions, tolerances, or specified requirements.
- B. Repair or replace concrete not properly placed will be determined by the Engineer or Owner's Representative.
- C. Unless the removal of a defective slab is required by the Engineer, defective surfaces, such as honeycomb, shall be cut out entirely until homogeneous concrete is met, even if it means going through the slab.
- D. Such areas shall be coated with an approved epoxy bonding material, which shall be applied in accordance with the manufacturer's instruction, before damp packing the area

with a mix consisting of one part of Portland cement and two parts of sand and fine gravel, epoxy and sand mix, or any combination of materials and mixes as the situation dictates in the opinion of the Engineer.

- E. The water content of the damp-pack material shall be such that a ball of the mix may be squeezed in the hand without bringing free water to the surface.
- F. Damp-pack material shall be tamped into place and finished to match adjacent concrete surfaces.
- G. Particular care shall be taken that no sagging of the material will occur.
- H. The bond between any two layers of damp-pack shall be improved through the use of an approved epoxy bond agent.
- I. Surfaces which have been damp-packed shall be kept continuously damp during and for a period of not less than seven days after completing the damp-pack operation, by polyethylene coverings thoroughly taped to the original concrete surface in a manner that loss of moisture, evidence by lack of water droplets on the inside surface of the polyethylene, is avoided. If this moisture condition cannot be maintained, a continuous water cure may be required by the Engineer.
- J. Under no circumstances shall Contractor apply a plaster coat over the honeycomb areas to conceal the existence of the honeycomb in the concrete.
- K. Neither Embeco nor calcium chloride shall be used for filling honeycomb areas, nor shall they be mixed with damp-pack material.
- L. Any concrete with excess air entraining agent will be rejected.

3.08 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01410.
- B. Contractor will be required to contact Testing Lab to be present for concrete deliveries.
- C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

END OF SECTION

SECTION 03400

STRUCTURAL PRECAST CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Only precast concrete for site civil activities is included in this section.
- B. Precast drainage structures, manholes, and catch basins.
- C. Connection and supporting devices.

1.02 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements for Reinforced Concrete.
- C. ANSI/AWS D1.1 - Structural Welding Code.
- D. ANSI/AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- E. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- F. ANSI/ASTM A416 - Uncoated Seven-wire Stress-relieved Strand for Prestressed Concrete.
- G. ASTM A36 - Structural Steel.
- H. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- I. ASTM A615 - Deformed and Plain Billet-steel Bars for Concrete Reinforcement.
- J. ASTM C150 - Portland cement.
- K. PCI MNL-116 - Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.
- L. PCI MNL-120 - Design Handbook - Precast and Prestressed Concrete.
- M. UL - Underwriters Laboratories.
- O. FDOT Standard Specifications for Road and Bridge Construction

1.03 SUBMITTALS

- A. Submit under provisions of the Division 1 Specifications.

- B. Shop Drawings: Indicate layout, unit locations, fabrication details, unit identification marks, reinforcement, connection details, support items, dimensions, openings, and relationship to adjacent materials.

1.04 QUALITY ASSURANCE

- A. Perform Work in accordance with the requirements of PCI MNL-116.

1.05 QUALIFICATIONS

- A. Fabricator: Company specializing in manufacturing the work of this section with minimum five years documented experience.
- B. Erector: Company specializing in erecting the work of this section with five years documented experience approved by manufacturer.
- C. Design precast concrete members under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Florida.
- D. Welder: Qualified within previous 12 months in accordance with ANSI/AWS D1.1.

1.06 REGULATORY REQUIREMENTS

- A. Conform to ACI 318 and applicable local code for design load and construction requirements applicable to work of this Section.

1.07 PRE-INSTALLATION REQUIREMENTS

- A. Verify with Engineer any field cutting required for all openings.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site.
- B. Handle precast members in position consistent with their shape and design. Lift and support only from approved and designated support points.
- C. Lifting or Handling Devices: Capable of supporting member in positions anticipated during manufacture, storage, transportation, and erection.
- D. Protect members to prevent staining, chipping, or spalling of concrete.
- E. Mark each member with date of production and final position in structure.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement: Gray Portland, conforming to ASTM C150 Type III, 4,000 psi min. compressive strength.
- B. Aggregate, Sand, Water, Admixtures: Determined by precast fabricator as appropriate to design requirements and PCI MNL-116.
- C. Panels: 7000 PSI concrete
- D. Columns and caps: 3000 PSI concrete

2.02 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615 Grade 60, deformed steel bars.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type flat sheets galvanized.

2.03 ACCESSORIES

- A. Connecting and Supporting Devices: ASTM A36 carbon steel Plates, angles, items cast into concrete or items connected to steel framing members, inserts, conforming to PCI MNL-123; unfinished. Do not paint surfaces in contact with concrete or surfaces requiring field welding.
- B. Grout: Non-shrink, Non-metallic, minimum yield strength of 7,000 psi at 28 days.
- C. Bolts, Nuts and Washers: High strength steel type recommended for structural steel joints.
- D. Prime Paint: Zinc-rich alkyd type.

2.04 FABRICATION

- A. Fabrication procedure to conform to PCI MNL-116.
- B. Maintain plant records and quality control program during production of precast members. Make records available upon request.
- C. Ensure reinforcing steel, anchors, inserts, plates, angles, and other cast-in items are embedded and located as indicated on shop drawings.
- D. Tension reinforcement tendons as required to achieve design load criteria.
- E. Provide required openings with a dimension larger than 8 inches and embed accessories provided by other Sections, at indicated locations.

2.05 FINISHES

- A. Ensure exposed-to-view finish surfaces of precast concrete members are uniform in color and appearance.
- B. Cure members under identical conditions to develop required concrete quality and minimize appearance blemishes such as non-uniformity, staining, or surface cracking.
- C. Provide 3/4" chamfer on all exposed concrete edges unless otherwise specified.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that site conditions are ready to receive work and field measurements are as shown on Drawings.

3.02 PREPARATION

- A. Prepare support equipment for the erection procedure, temporary bracing, and induced loads during erection.

3.03 ERECTION

- A. Erect members without damage to structural capacity, shape, or finish. Replace or repair damaged members.
- B. Align and maintain uniform horizontal and vertical joints as erection progresses.
- C. Maintain temporary bracing in place until final support is provided.

3.04 PROTECTION

- A. Protect structures from damage caused by erection operations.

3.05 CLEANING

- A. Clean weld marks, dirt, or blemishes from surface of exposed structures.

END OF SECTION

SECTION 09900

PAINTING

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish all labor, surface preparation and coating material, tools, rigging, lighting, ventilation, and other related items of equipment and materials necessary to clean, prepare, coat, cure and cleanup a complete coating system on all interior and exterior exposed items and surfaces throughout the project, except as otherwise specified or shown on the drawings.
 - 1. Surface preparation, priming, and coats of paint specified are in addition to shop priming and surface treatment specified under other sections of the work.
 - 2. The scope of work shall include the coating of new equipment and surfaces which are constructed by this project.
- B. Paint all exposed surfaces normally painted in the execution of a new building project. Where items or surfaces are not specifically mentioned, or are not specifically excluded from the painting work, paint these the same as adjacent similar materials or areas.
- C. Clean, prepare, coat, and cure all surfaces in strict accordance with the manufacturer's published recommendations and specifications.
- D. Perform all work by the use of skilled workpersons in a safe and productive manner using equipment and procedures consistent with good coating practices.
- E. Colors are indicated on the Painting Schedule in this section or shown on the drawings. If color or finish is not designated, the Owner will select these from standard colors available for the materials system specified.

1.02 PAINTING NOT INCLUDED

- A. The following categories of work are not included as part of the field-applied finish work or are included in other sections of these specifications.
 - 1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various sections for structural steel, miscellaneous metal, metal fabrications, hollow metal work, and similar items. Also, for fabricated components such as shop-fabricated or factory-built mechanical and electrical equipment or accessories.
 - 2. Pre-Finished Items: Unless unit is part of an assembly to be painted to match, i.e. - motor, or otherwise shown or specified, do not include painting when factory-finishing or installer finishing is specified.

3. Concealed Surfaces: Unless otherwise shown or specified, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, and furred areas.
5. Other Surfaces: Do not paint sprinkler heads, fire detection heads, integrally colored stucco, brick masonry, cast stone, stone masonry, or architectural precast concrete, unless otherwise specified.

1.03 RELATED SECTIONS SPECIFIED ELSEWHERE

- A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification sections, apply to this section.
- B. Section 01300 - Submittals

1.04 REFERENCES

- A. ANSI/ASTM D16 - Definitions of terms relating to paint, varnish, lacquer, and related products.
- B. ASTM D2016 - Test method for moisture content of wood.
- C. Steel Structures Painting Council (SSPC).
- D. International Concrete Repair Institute (ICRI)

1.05 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this section.

1.06 QUALITY ASSURANCE

- A. Furnish all coating materials by a single manufacturer. Solvent, thinners, and other miscellaneous materials can be supplied by the same manufacturer or by a supplier approved by the manufacturer.
- B. Furnish a statement to the Engineer from the coatings manufacturer that materials to be used by the Contractor comply with the manufacturer's recommendations.
- C. The Engineer reserves the right to require qualification of the product manufacturer and applicator, including satisfactory completion of at least two (2) projects of this nature.
- D. Manufacturer's Inspection Meeting: After set-up for painting but before commencing work, conduct a meeting at the site among representatives of the paint manufacturer, contractor, painting contractor, and Engineer to inspect the facility and review procedures recommended by the manufacturer for the prevailing conditions.

1.07 REGULATORY REQUIREMENTS

- A. Comply with all federal, state, and local health and fire regulations when handling and applying paint and coating products.

1.08 SUBMITTALS

- A. Manufacturer's Data: Submit manufacturer's technical information including paint label analysis, surface preparation and application instructions for each material proposed for use. Indicate the surfaces to which each material is to be applied.
- B. Samples; Painting: Submit samples for Engineer's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
- C. Manufacturer's Certificate: Submit a written certification from the paint manufacturer that materials furnished for the work meet or exceed specified requirements.
- D. Prepare a detailed painting schedule. List each Painting System to be used by Painting System Number, define extent and limits of each system and colors (by name and number) where appropriate.

1.09 PRODUCT DELIVERY AND STORAGE

- A. Deliver all materials to the jobsite in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information;
 - 1. Name or title of material.
 - 2. Fed. Spec. number, if applicable.
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Thinning instructions.
 - 7. Application instructions.
 - 8. Color name and number.
- B. Store paint materials and painting tools and equipment, including solvents and cleaning material, in a well ventilated, dry area away from high heat. Do not store in buildings or structures in use or being constructed, nor leave overnight therein. Follow manufacturer's recommendations for the safe storage of paints and solvents.
- C. Take precautions to prevent fire hazards and spontaneous combustion.

1.10 SAFETY

- A. Make all necessary provisions regarding materials, equipment, personnel, procedures, and practices, to assure that the work is done safely and that the working area is maintained free of all health and safety hazards.
- B. Observe manufacturer's health and safety precautions when storing, handling, and applying coating materials and cleanup materials containing solvents and/or chemical ingredients.
- C. Direct personnel's attention to all product warnings and information given on the labels of all products.

- D. Ensure that personnel mixing and applying coating materials are equipped with adequate protective clothing and devices (including respirators).
- E. Permit no smoking in the working area.
- F. Permit no item which may produce sparks or open flames in the immediate working area.
- G. Post warning signs outside of the work to apprise personnel of the hazards in the area. Erect barriers where necessary.
- H. Return partially used coating materials that are to be retained to their original containers at the completion of each workday. Tightly reseal containers, wipe material spills, clean and return the containers to the designated storage area.
- I. Remove waste coating materials and contaminated disposable items from the job site and dispose of them at the completion of each workday. Dispose of all items and materials in strict accordance with local, state, and federal regulations.

1.11 JOB CONDITIONS

- A. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F and 90 degrees F unless otherwise permitted by the paint manufacturers printed instructions.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F and 95 degrees F unless otherwise permitted by the paint manufacturers printed instructions.
- C. Do not apply paint in rain, fog or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
- D. Exercise caution when attempting to paint in windy conditions. The Contractor is responsible for all damage caused by wind blown paint.

PART 2 - PRODUCTS

2.01 COLORS AND FINISHES

- A. Paint colors, surface treatments, gloss, and finishes are indicated or specified in the "schedules" of the contract documents, or as selected by the Owner.
- B. Final acceptance of colors will be from samples applied on the job.
- C. Paint Coordination: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Furnish information to manufacturer's, fabricators, suppliers and others where necessary on the characteristics of the finish materials to be used, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required.

2.02 UNDERCOATS AND THINNERS

- A. Undercoats: Provide contrasting color undercoat paint produced by the same manufacturer as the finish coats.
- B. Thinners: Use only thinners approved by the paint manufacturer and use only within recommended limits.

2.03 ACCEPTABLE MANUFACTURER'S

- A. Approved manufacturers include Tnemec, Sherwin Williams, Benjamin Moore, PPG, or approved equivalent.

2.04 PAINTING SYSTEMS

- A. All painted elements shall consist of primer and two finish coats. Coating thickness shall be as recommended by the coating manufacturer to obtain a minimum 10-year finish warranty. Coatings shall be high solids, low-VOC.

2.05 SCHEDULE OF FINISHES

- A. Coating systems below based on Tnemec products. If the contractor elects an alternate manufacturer, an equivalent coating system shall be submitted to the engineer for approval.

Exterior (Concrete and Stucco)

System:	High Build Acrylic Emulsion
First Coat:	180 – W.B. Tneme-Crete
D.F.T. (Mils.):	4.0 – 8.0
Second Coat:	180 – W.B. Tneme-Crete
D.F.T. (Mils.)	4.0 – 8.0
Min D.F.T. (Mils.):	10.0

2.06 SCHEDULE OF COLORS:

Owner to select wall color(s).

PART 3 - EXECUTION

3.01 FIELD OBSERVATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer. Do not paint over conditions detrimental to the formation of a durable paint bond and film.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application. Do not proceed with the work until unsatisfactory conditions have been corrected.

- C. Provide all necessary equipment, labor, rigging, lighting and other equipment to facilitate inspections.
- D. The Engineer may inspect the Work at any time for compliance with the requirements of the specifications.
- E. The Engineer reserves the right to approve each phase of the Work before further work is done, to halt all Work deemed to be improper or not in compliance with the specification, and to require the Contractor to promptly correct all improper practices or deficient Work.
- F. The Contractor is responsible for any expenses incurred in association with corrective measures required as the result of improper practices and/or defective or deficient work.

3.02 GENERAL REQUIREMENTS

- A. Provide adequate explosion - proof lighting sufficient to illuminate clearly the working area without shadows during all surface preparation and coating operations.
- B. Maintain adequate and continuous explosion - proof ventilation in confined areas during all surface preparation and coating operations and during all recoat and curing periods. Provide ventilation of sufficient capacity to maintain a clear atmosphere that is well below explosive and toxic limits. Arrange the ventilation system, including all fans and temporary duct work, so that no still air spaces exist in any area.
- C. Heating devices used to create and/or maintain temperature conditions in compliance with the specification requirements are to be explosion proof and of the type that do not exhaust sooty or oily residues or any other contaminants into the air. Heating devices are not to be used when existing temperature and humidity conditions may create dew point conditions.
- D. Use equipment that is explosion proof and non-sparking. Spray equipment must be recommended by or acceptable to the coating's manufacturer.
- E. Apply caulking material only after the last coat of paint has been applied and has dried hard. Caulking material used must be of a type that is compatible with the specified coating system.

3.03 SURFACE PREPARATION

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate conditions.

3.04 MATERIAL PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's direction.
- B. Store materials not in actual use in tightly covered containers. maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

- C. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the materials. Remove the film and if necessary, strain the material before using.

3.05 APPLICATION

A. General

1. Conform to articles "General Requirements" and "Surface Preparation" prior to beginning coating application.
2. Apply paint as specified and in accordance with the manufacturer's printed instructions. Unless otherwise recommended in the manufacturer's printed instructions or specified elsewhere (e.g. Bid Form, Painting System) use brushes for applying first coat on wood and use standard industrial spray equipment, either airless or conventional for applying first coat on metals other than sheetmetal and items fabricated from sheetmetal. For other coats on wood, metal and other substrates, use applicators and techniques best suited for the type of material being applied.
3. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to ensure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Provide a finished coating system free of all runs, sags, cracks, blisters, pinholes, excessive or deficient fill thickness, or any other defects. Correct any such deficiencies by proper removal of the defect and/or recoating.
5. Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Sandblasted surfaces are not to be left uncoated overnight.
6. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
7. Provide minor tinting to each coat of paint in order to differentiate between coats.

B. Minimum Coating Thickness

1. Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as specified or, if not specified, as recommended by the coating manufacturer.

C. Prime Coats

1. Apply a prime coat of material, which is required to be painted or finished, and which has not been prime coated by others.
2. Clean and prime unprimed ferrous metals as soon as possible after delivery of the metals to the job site.
3. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

E. Completed Work

1. Match approved samples for color, texture and coverage.
2. Remove, refinish or repaint work not in compliance with specified requirements.

F. Dry Film Gauge

1. Provide "Noroson Magnetic Dry Film Thickness Gauge" as supplied by the coatings manufacturer.

3.06 CLEAN-UP AND PROTECTION

A. Clean-up

1. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each workday.
2. Upon completion of painting work, clean window glass and other paint - spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.

B. Protection

1. Protect work of other trades, whether to be painted or not, against damage from painting and finishing work.
2. Protect surfaces that might otherwise be damaged by dripping, splashing, or spraying of paint. Correct any damage by cleaning, repairing or replacing and repainting as acceptable to the Engineer.
3. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after the completion of paint operations.
4. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
5. Repair of damage caused by overspray is the contractor's responsibility.

3.07 WARRANTY

- A. If within one year after the date of Substantial Completion, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER 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, will be charged to the CONTRACTOR.

END OF SECTION

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APPENDIX A

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Revised 11-17-2022

Select One Trade: ☐ Building ☐ Electrical ☐ Plumbing ☐ Mechanical ☒ Other Engineering 

Application Number: _____ Application Date: _____

1
Job Address: N 56th Ave Between N Hills Rd and 3400 N 56th Ave Unit: _____ City: **Hollywood**
Tax Folio No.: **N/A** Flood Zn: **AE** BFE: **6** Floor Area: _____ Job Value: **\$589,100**
Building Use: **N/A** Construction Type: _____ Occupancy Group: _____
Present Use: **Site Wall** Proposed Use: **Site Wall**
Description of Work: **Remove the existing site wall in the right-of-way and replace with a new precast wall in the same location**
☐ New ☐ Addition ☐ Repair ☐ Alteration ☐ Demolition ☐ Revision ☒ Other: **Site Wall Improvements**
Legal Description: _____ ☐ Attachment

2
Property Owner: **City of Hollywood** Phone: **(954) 921-3977** Email: **RDamas@Hollywoodfl.org**
Owner's Address: **2600 Hollywood Blvd** City: **Hollywood** State: **FL** Zip: **33022**

3
Contracting Co.: ***Plan review only*** Phone: _____ Email: _____
Company Address: _____ City: _____ State: _____ Zip: _____
Qualifier's Name: _____ ☐ Owner-Builder License Number: _____

4
Architect/Engineer's Name: **Kaitlin Townsend, PE** Phone: **(561) 290-0962** Email: **kaitlin.townsend@kimley-horn.com**
Architect/Engineer's Address: **1920 Wekiva Way** City: **West Palm Beach** State: **FL** Zip: **33411**
Bonding Company: _____
Bonding Company's Address: _____ City: _____ State: _____ Zip: _____
Fee Simple Titleholder's Name (if other than the owner) _____
Fee Simple Titleholder's Name (if other than the owner) _____ City: _____ State: _____ Zip: _____
Mortgage Lender's Name: _____
Mortgage Lender's Address: _____ City: _____ State: _____ Zip: _____

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Job Address: N 56th Ave Between N Hills Rd and 3400 N 56th Ave

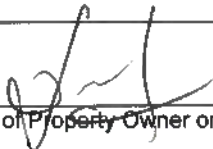
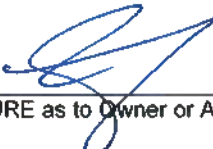
Unit: _____

City: Hollywood

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X <u></u> Signature of Property Owner or Agent (Including Contractor) STATE OF FLORIDA COUNTY OF <u>BROWARD</u> Sworn to (or affirmed) and subscribed before me by means of <u>X</u> physical presence or _____ online notarization, this <u>21</u> day of <u>October</u>, 20<u>25</u> by <u>RUDY DAMAS</u> (Type/Print Property Owner or Agent Name) <u></u> NOTARY'S SIGNATURE as to Owner or Agent's Signature Notary Name <u>TIFFANY PHILLIP</u> (Print, Type or Stamp Notary's Name) Personally Known <u>X</u> Produced Identification _____ Type of Identification Produced _____	X _____ Signature of Qualifier STATE OF FLORIDA COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____ by _____ (Type/Print Qualifier or Agent Name) _____ NOTARY'S SIGNATURE as to Qualifier or Agent's Signature Notary Name _____ (Print, Type or Stamp Notary's Name) Personally Known _____ Produced Identification _____ Type of Identification Produced _____
---	---

APPROVED BY: _____ Permit Officer

FOR OFFICE USE ONLY

Issue Date: _____

FOR OFFICE USE ONLY

Code in Effect: _____

FOR OFFICE USE ONLY

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

APPENDIX B



Public Works and Environmental Services Department

HOUSING AND URBAN PLANNING DIVISION

1 North University Drive, Building A, Box 102 Plantation, Florida 33324 954-357-6666 FAX 954-357-6521

Broward County Environmental Review Approval Certificate

Issue Date: 11/19/2025

ER Review #: 000456117

Title of Drawings: N 56th Ave Privacy Wall Replacement

Project#: 044241072

Plan Last Revision Date: 20-AUG-25

Bldg Dept Jurisdiction: Hollywood

Legal Description: **Plat Name:** EMERALD HILLS

Lot:

Block:

Address: 3400 N 56 AVE, Hollywood, Fl. 33021

Construction Type: Other

This approval is issued in accordance with Sec. 27.66 of the Broward County Natural Resource Protection Code. This approval is specific for the plans and description described on this approval, any changes in footprint, Lot #, or bedrooms or use will require a new approval.

APPROVED

☒ **NO DEWATERING PERMITTED - CONTAMINATION** In accordance with Section 27-353 of the Broward County Natural Resource Protection Code, dewatering operations shall not be conducted without approval from the Broward County Environmental Permitting Division.

☒ **ATTENTION** the building department is not required to electronically update building permit and co for this project.

☒ **COMMENTS** The installation of a privacy wall.

If a building permit is not applied for within 90 days of the Development and Environmental Review Approval, plans must be re-submitted to the Housing and Urban Planning Division for re-evaluation.

Environmental Reviewer Name: Scott Strauss

APPENDIX C



Public Works and Environmental Services Department
HOUSING AND URBAN PLANNING DIVISION

1 North University Drive, Building A, Box 102 Plantation, Florida 33324 954-357-6666 FAX 954-357-6521

Broward County Transportation Concurrency Satisfaction Certificate

*** Please note that this approval does not constitute Environmental Review Approval. You will still need the Environmental Approval Certificate to submit to the Building Department.**

Issue Date: 11/19/2025

DR Review #: 0098215

Application Number: 000456117

Title of Drawings: N 56th Ave Privacy Wall Replacement

Project#: 044241072

Plan Last Revision Date: 20-AUG-25

Bldg Dept Jurisdiction: Hollywood

Legal Description: **Plat Name:** EMERALD HILLS

Plat Number: **Book:** 68 **Page:** 26 **Lot:** **Block:**

Address: 3400 N 56 AVE, Hollywood, FL 33021

Construction Type: Other

This approval is issued in accordance with Sec. 27.66 of the Broward County Natural Resource Protection Code. This approval is specific for the plans and description described on this approval. Any changes in footprint, Lot #, or bedrooms or use will require a new approval.

Development Review



BUILDING OFFICIAL:

The installation of a privacy wall.

-N 65 Ave, South of N Hills Dr.

Receipt#: 0098215



TRANSPORTATION CONCURRENCY SATISFACTION:

Certificate is hereby issued

*Any revision to these plans requires a new development review by the division.

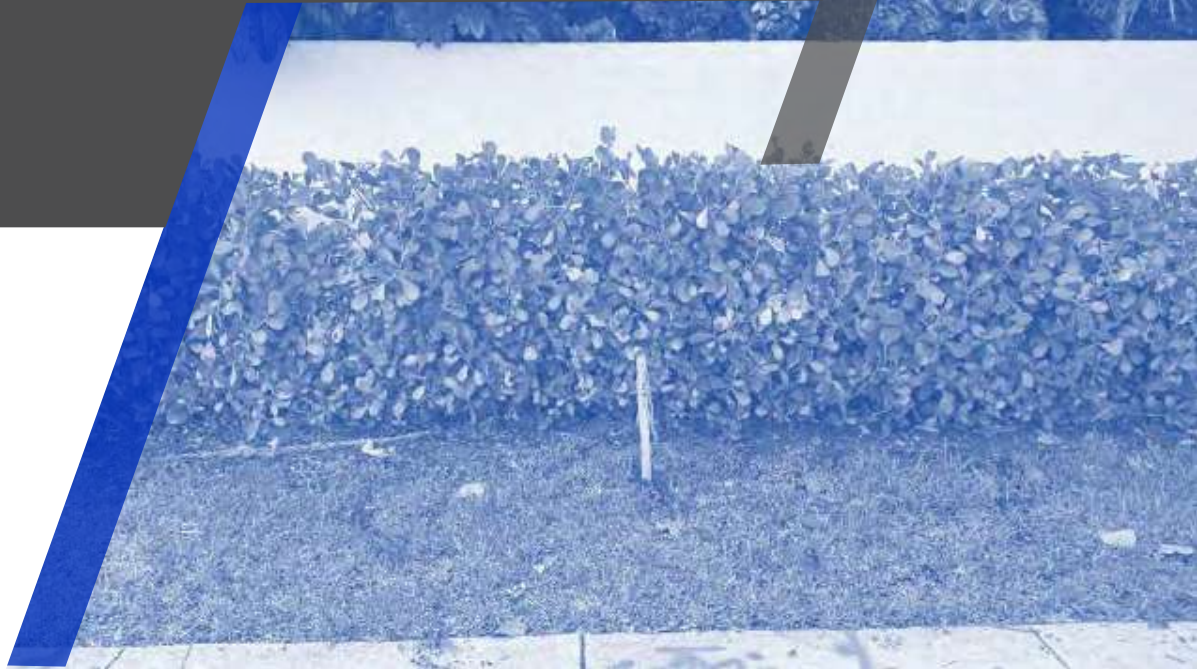
This application was routed in accordance with the Broward County Land Development Code, Chapter 5, Article IX, Section 5-181.

If a building permit is not applied for within 90 days of the Development and Environmental Review Approval, plans must be re-submitted to the Housing and Urban Planning Division for re-evaluation.

Development Reviewer Name: Monica Randino

APPENDIX D

Geotechnical Engineering Report



Hollywood – North 56th Avenue Privacy Wall City of Hollywood, Broward County, Florida

WIRX Project No. 2505003
Submission Date: June 27, 2025

Prepared for:

Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411



June 26, 2025

Kimley-Horn

1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

Attention: Ryan Decle, E.I.

Mobile: 954-328-9733

Email: Ryan.Decle@kimley-horn.com

**Subject: Geotechnical Engineering Services Report
Hollywood – North 56th Avenue Privacy Wall
City of Hollywood, Broward County, Florida
WIRX Project No. 2505003**

Dear Mr. Decle,

WIRX Engineering, LLC (WIRX) is pleased to submit this Geotechnical Engineering Services Report for the above-referenced Project. The services were performed in general accordance with our proposal dated November 18, 2024 and the Kimley-Horn Individual Project Order dated May 21, 2025.

This report presents the results of our field exploration and laboratory testing programs and provides our geotechnical recommendations relative to the Project.

We appreciate the opportunity to work with you on this Project. Should you have any questions regarding the report, or if we can be of further assistance as this project develops, please contact us at (954) 451-0354.

Sincerely,

WIRX Engineering, LLC

This document has been digitally signed and sealed by:

*Printed copies of this document are not considered signed and sealed.
The signature must be verified on the electronic documents.*

Andrew Nixon, P.E.

Senior Engineer

Florida Registration No. 71458

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Figure 1: Site Vicinity Map
Figure 2: Boring Location Plan
Hand Auger Boring Logs
Soil Survey Report





1.0 INTRODUCTION

In accordance with your request and authorization, WIRX Engineering, LLC (WIRX) has completed a subsurface exploration and geotechnical engineering evaluation for the proposed Hollywood – North 56th Avenue Privacy Wall Project (Project) located in Hollywood, Broward County, Florida. The primary purpose of the geotechnical exploration was to determine the stratigraphy and physical properties of the soils underlying the proposed Project site so that satisfactory and economical foundation systems may be designed for the proposed project. This report includes geotechnical exploration data, subsurface groundwater information, foundation design recommendations, and other site-specific information that may affect construction and earthwork operations for the proposed Project.

The recommendations presented in this report are based upon our interpretation of the subsurface conditions revealed by the performance of soil borings. The report does not reflect variations in subsurface conditions that may exist within the Project site. Variations in soil and groundwater conditions should be expected, the nature and extent of which might not become evident until construction is undertaken. If variations are encountered, and/or the scope of the project altered, we should be consulted for additional recommendations.

2.0 PROJECT DESCRIPTION

We understand that the City of Hollywood proposes to construct a new masonry privacy wall along the east side of North 56th Avenue between North Hills Drive and the southern entrance to the Lakewood at Emerald Hills residential development in Hollywood, Broward County, Florida. The general location of the project is shown on the attached **Site Vicinity Map, Figure 1**. We expect the proposed privacy wall to be supported on a conventional shallow foundation.

Our recommendations herein for foundation design and construction are based on our above understanding of the project. If this information is incorrect or changes, we should be notified so we can review our recommendations and revise them if necessary. We also recommend that we be contacted to review the foundation design when final structure loads and foundation design elements become available.

3.0 SCOPE OF WORK

WIRX performed the following services in accordance with the proposed scope of work:

1. Contacted Sunshine 811 to request field location and clearance of underground utilities in the areas of the tests as per Florida Statutes.
2. Mobilized personnel and performed three (3) auger borings to depths of 4.0 to 7.5 feet as allowed by the groundwater or until refusal.
3. Visually classified the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS) and assigned and performed a series of laboratory tests to ascertain soil index properties for the soils encountered in the borings.



4. Performed a geotechnical analysis and prepared this geotechnical engineering report which includes the results of the borings, the laboratory testing results, foundation design recommendations, and other considerations for site construction including utility excavations and foundation design.

4.0 USDA SOIL SURVEY REVIEW

The U.S. Department of Agriculture, Natural Resources Conservation Service (USDA, NRCS) Web Soil Survey of Broward County shows the project area to be underlain by three (3) main soil units. The USDA soil unit descriptions are presented in the following Table 1:

Table 1: USDA Soil Units

Broward County Soil Unit & Description	Stratification	Permeability	USDA Environmental Classification*
Arents-Urban Land Complex (2): This complex consists of Arents in open areas and of Urban land, or areas covered by concrete and buildings. About 50 to 70 percent is Arents, and about 30 to 50 percent is Urban land. The areas of these components are so intermixed or so small that to map them separately at the scale used was impractical. Slopes are 0 to 5 percent. The Arents part of this map unit is in open areas that are used for lawns, vacant lots, parks, and playgrounds or are unused. Urban land consists of streets, sidewalks, parking lots, buildings, and other construction areas where the soil is covered and cannot be readily observed. Arents are nearly level or gently sloping, somewhat poorly drained to moderately well drained, heterogeneous sandy materials about 20 to 50 inches thick that have been spread over the natural soils to make them suitable for urban development. Depth to the water table depends on the established drainage in the area but is generally between depths of 20 and 50 inches most of each year.	<u>Arents</u> 0-4": Black sand 4-9": Pale brown sand 9-32": Dark brown sand 32-36": Black sand 36-60": Light brownish gray sand	0-60": 6-20 in/hr	Risk of Corrosion Uncoated Steel: High Concrete: Moderate
Arents, organic substratum-Urban Land Complex (3): This complex consists of Arents, organic substratum, in open areas and of Urban land, or areas covered by concrete and buildings. About 50 to 70 percent is Arents, organic substratum, and about 30 to 50 percent is Urban land. The areas of these components are so intermixed or so small that to map them separately at the scale used is impractical. Areas are nearly level.	<u>Arents, Organic Substratum</u> 0-38": Very pale brown sand 38-52": Dark reddish brown, fibrous organics 52-72": Dark grayish brown sand	0-72": 6-20 in/hr	Risk of Corrosion Uncoated Steel: High Concrete: High



Broward County Soil Unit & Description	Stratification	Permeability	USDA Environmental Classification*
Arents, organic substratum, are in open areas that are used for lawns, vacant lots, parks, and playgrounds, or are idle. Urban land consists of streets, sidewalks, parking lots, buildings, and other construction areas where the soil is covered and cannot be readily observed. Depth to the water table depends on the established drainage in the area, but in most areas, it is between 24 and 50 inches and averages about 40 inches.			
Dade-Urban Land Complex (11): This complex consists of Dade fine sand, which makes up the open areas, and of Urban land, which is covered by concrete and buildings. The areas of these components are so intermixed or so small that separation at the scale of mapping is impractical. The water table is below a depth of 60 inches. About 50 to 70 percent of the complex is open land, such as lawns, vacant lots and playgrounds, and about 30 to 50 percent is Urban land. The rest is made up of small areas of Basinger; Immokalee, limestone substratum; and Margate soils that have been modified by filling to overcome wetness.	<u>Dade</u> 0-6": Dark gray sand 6-23": White sand 23-27": Light gray sand 27-32": Reddish brown sand 32-35": Brown sand 35"+: Soft limestone	0-35": >20 in/hr	Risk of Corrosion Uncoated Steel: Low Concrete: Moderate

*Independent of FDOT Structures Design Guidelines

The soil and groundwater conditions reported by the USDA/SCS in the Broward County Soil Survey have likely been modified by the manmade placement of fill materials and construction of near surface drainage improvements associated with the construction of the existing roadways and developed lands. The **Soil Survey Report** is attached.

5.0 FIELD EXPLORATION

WIRX personnel visited the project site prior to drilling to observe the locations of the planned boring locations. Sunshine 811 was then contacted to clear the field locations of underground utilities around the planned boring locations, as per Florida Statutes. Once the underground utilities were cleared, our field exploration commenced.

The field exploration program to evaluate the subsurface conditions at the proposed privacy wall consisted of three (3) auger borings (HA-1 to HA-3). Soil boring HA-1 was advanced to a depth of 4 feet below ground surface (bgs), due to auger refusal, and soil borings HA-2 and HA-3 were advanced to depths of 7.0 feet and 7.5 feet bgs, respectively, as allowed by the water table. The approximate boring locations were provided by the Client, and are depicted on the attached **Boring Location Plan, Figure 2**. The latitude and longitude boring location information was obtained using a handheld GPS unit. We estimate that the actual boring locations are within 20 feet of the locations shown on **Figure 2**.



The field work was conducted on May 29, 2025. The auger borings were performed with a stainless-steel hand auger in general accordance with ASTM D 1452 “*Standard Practice for Soil Exploration and Sampling by Auger Borings*”. Representative samples were collected from the auger and sealed immediately in standard glass sample jars with air-tight rubber rings and labeled with the project name, boring number, sample number, sample depth, and date of sampling.

Subsurface strata descriptions were logged in the field by a Field Engineer in general accordance with the Unified Soil Classification System (USCS) as per ASTM D 2488 “*Standard Practice for Description and Identification of Soil*”. Final soil boring logs were prepared based on a Senior Engineer’s review of the field boring logs, samples, and laboratory testing for soil index properties. The **Hand Auger Boring Logs** are attached.

The groundwater depth at each boring location was measured and recorded. At the completion of the auger boring, the borehole was backfilled with soil cuttings.

6.0 LABORATORY TESTING

At the time of drilling, the soil samples obtained from the soil borings were visually classified in the field by a WIRX Geotechnical Engineer using the USCS in general accordance with the visual-manual method of ASTM D 2488. The field classifications were subsequently confirmed by a WIRX Senior Geotechnical Engineer during sample inspections in the laboratory. Selected soil samples were tested for index properties to aid in the classification for engineering purposes in general accordance with ASTM D 2487 “*Standard Practice for Classification of Soils for Engineering Purposes*”. The following laboratory tests were performed in accordance with the applicable ASTM procedures:

- Five (5) Moisture Content Test (ASTM D 2216)
- Four (4) Fines Content Test (ASTM D 1140)
- One (1) Organic Content Test (ASTM D 2974)

The laboratory test results are presented on the attached **Hand Auger Boring Logs**.

7.0 SUMMARY OF SUBSURFACE CONDITIONS

7.1 Subsurface Conditions

The findings of the field exploration program are provided on the attached **Hand Auger Boring Logs**. The soil stratification shown represents our interpretation of the field and laboratory test data, and our material characterizations based on visual inspection of recovered soil/rock samples. Stratification depths represent approximate boundaries between soil types, but the actual transition between layers may be gradual or abrupt. Additionally, soil and groundwater conditions will vary between boring locations.

At the project location, the surficial soils consisted of dark grayish brown to dark gray, fine to medium-grained sand (SP) with traces of silt and limerock fragments, and occasionally with silt (SP-SM) from the ground surface to the termination depth of the borings at 4 to 7.5 feet bgs. At boring HA-1, refusal to penetration was encountered at a depth of approximately 4 feet bgs, which based on a review of the Broward County Soil Survey, may indicate the presence of shallow limestone.



7.2 Groundwater

The depth to the groundwater was measured from the existing ground surface in each boring and is provided on the attached **Hand Auger Boring Logs**. The depth of the groundwater table, where encountered, ranged between approximately 4.5 and 4.7 feet below the prevailing ground surface at the time of our field activities. It should be noted that groundwater levels will fluctuate with the seasons, variations of precipitation, and with established drainage patterns. Groundwater levels somewhat above the present levels should be expected after periods of heavy or prolonged rainfall.

8.0 RECOMMENDATIONS AND DISCUSSIONS

Based on the findings of our site exploration and our evaluation of the encountered subsurface conditions, we conclude that the soils underlying the proposed site are generally suitable for support of the proposed privacy wall on conventional shallow foundations. We recommend thorough densification of the near surface deposits within the foundation footprint to consolidate the surficial deposits. This effort will help to mitigate both short and long-term settlement of the proposed structures and structural elements. The following are specific recommendations for site preparation procedures and the design of foundation systems.

8.1 General Site Preparation Recommendations

8.1.1 Clearing and Grubbing

Some minor clearing and grubbing may be required in the construction areas. Clearing and grubbing should include the complete removal and disposal of all grass/trees, associated root systems, topsoil, any rubbish or miscellaneous debris, demolition material and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas. Any excavations/depressions should be backfilled with approved granular fill placed and compacted in thin lifts as recommended below. We recommend that a Geotechnical Engineer or a designated representative be present to observe that the areas have been adequately stripped and prepared.

8.1.2 Surficial Site Densification

Following site clearing and grubbing activities (i.e., pavement removal, demolished material removal, etc.) and prior to placement of any engineered fill, we recommend that the surficial soils in the planned structural areas be densified in-place so that they are unyielding and uniformly compacted. This effort will be necessary to aid in achieving suitable support for the subsequent foundations by increasing the soil bearing capacity of the existing subgrade. Subgrade compaction will help to mitigate the potential settlement of the exiting granular deposits under the weight of structural loadings.

Soils exposed at the stripped grades will require moisture conditioning to near the optimum prior to initiating the densification operations. The densification should be accomplished using properly sized vibratory compaction equipment to achieve the compaction specification while limiting vibration impacts to adjacent structures. We recommend that the in-situ densification process and testing be monitored by a Geotechnical Engineer or a designated representative thereof.



Density control should be exercised in the upper 12 inches of the exposed subgrade. Soils in this interval should be compacted to not less than 95 percent of the maximum dry density in accordance with ASTM D 1557, the Modified Proctor Method, and verified in the field by a Geotechnical Engineer. Subgrade soils that pump or deflect under the weight of the passing compaction equipment could indicate the presence of soft soils, compressible soils or voids existing within the depth of influence of the roller. In such cases, those areas should be remedied by tilling, or excavating and backfilling as described in the following sections of this report, or as directed by a Geotechnical Engineer.

8.1.3 Excavations

The Contractor should be solely responsible for making excavations in a safe manner and provide appropriate measures to retain side slopes to ensure that persons working in or near the excavation are protected. A shallow limestone layer may have been detected at boring HA-1 at a depth of approximately 4 feet bgs; therefore, excavations below that will require special tools to excavate the natural limestone formation. All excavations shall comply with the Occupational Health and Safety Administration (OHSA) stipulations for Trench Excavation Safety including all temporary design and safety requirements. Any temporary or permanent structural retaining walls shall be designed and sealed by a Structural Engineer registered in the State of Florida.

8.1.4 Dewatering

At the time of the performing the borings (May 29, 2025), groundwater was encountered at a depth of approximately 4.5 to 4.7 feet below the existing ground surface. In-the-dry construction of deeper underground utilities or foundation elements may require groundwater lowering via dewatering and control of groundwater seepage. Dewatering of the excavations may necessitate the use of sumps, wells, well points or combinations thereof. Control of groundwater should be accomplished in a manner that preserves the integrity of the foundation bearing materials and does not cause instability of the excavation sidewalls. The dewatering system employed should be capable of maintaining a pre-drained surface a minimum of 24 inches below the excavation bottoms.

8.1.5 Select Fill Composition, Placement and Compaction

Select structural fill and backfill required for construction should consist of clean, granular materials that are free of debris, cinders, combustibles, and organic laden materials. The fines content (i.e., material passing U.S. Standard Number 200 sieve) should not be more than 10 percent by weight. Particle sizes larger than 3 inches in any direction shall not be allowed and the organic content should not exceed 5 percent by dry weight.

The granular fill should be placed at a moisture content within 3 percent of its Modified Proctor (ASTM D 1557) determined optimum in level lifts whose loose thickness does not exceed 12 inches in thickness. In areas where heavy equipment cannot be operated for compaction, the fill should be placed in 6-inch-thick level lifts. In the foundation areas, each fill lift should be stable, unyielding, and uniformly compacted to 95 percent of the ASTM D 1557 maximum dry density, as verified by a Geotechnical Engineer. We recommend the use of only relatively light, hand-held compaction equipment in the densification operations adjacent to underground utilities to limit the potential damage to the pipelines and buried structures.



8.1.6 Final Compaction

After completion of the general compaction and filling operations, when the excavations for the construction of foundations are made through the compacted soils, the bottom of the foundation excavations should be compacted to densify soils loosened during or after the excavation process and washed or sloughed into the excavation prior to the placement of the forms. A heavy-duty vibratory rammer should be used for this final compaction, immediately prior to the placement of reinforcing steel. Foundation subgrade soils should be compacted to not less than 95 percent of the maximum dry density in accordance with ASTM D 1557, the Modified Proctor Method, and verified in the field by a Geotechnical Engineer.

After the foundations are cast and the forms are removed, backfill around the foundations should be placed in thin layers, 6 inches or less in loose thickness, individually compacted with a heavy-duty vibratory rammer to not less than 95 percent of the maximum dry density in accordance with ASTM D 1557, the Modified Proctor Method, and verified in the field by a Geotechnical Engineer.

8.2 Foundation Recommendations

After the subgrade preparation procedures presented in this report are followed, it is our opinion that the proposed structure may be supported on a conventional shallow foundation bearing upon compacted existing native soils or on structural backfill. The exposed soil bearing surfaces should be compacted to provide a sound and level bearing area for the subsequent placement of reinforcing steel and foundation concrete.

Following in-situ subgrade preparation, it is our opinion that the proposed foundation may be designed using an allowable soil bearing pressure of up to 2,000 pounds per square foot (psf). All continuous foundations should be at least 18 inches wide. All spread foundations should bear at least 18 inches below adjacent finish grades. To verify suitable bearing, we recommend that the foundation excavation subgrade be checked by a Geotechnical Engineer just prior to concreting. The excavation bottom should be kept free of deleterious material and dry during construction.

Although loading information is unavailable at this time, we estimate that the recommended allowable bearing stress will provide a minimum factor of safety in excess of two (2) against bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of 1 inch or less. For design purposes, we recommend using a subgrade reaction modulus of 125 pounds per cubic inch (pci) for the well compacted shallow sands.

Our recommendations for foundation design and construction are based on our understanding of the project as described in Section 2.0, Project Description. If this information is incorrect or changes, we should be notified so we can review our recommendations and revise them if necessary. WIRX should be contacted to review the foundation design when structure loads and foundation designs become available.



9.0 PROTECTION OF EXISTING STRUCTURES

Ground vibrations induced upon adjacent structures should be monitored to ensure that they do not reach levels which prove damaging to any adjacent/nearby structures. Vibration Monitoring should be performed in general accordance with “*Section 108, Monitor Existing Structures*” of FDOT’s “*Standard Specifications for Road and Bridge Construction*” or other similar County regulations or ordinances.

Vibration levels on adjacent industrial facilities should generally be maintained below 0.50 inches per second (ips) peak particle velocity vibration level. However, more restrictive/lessor levels may be specified for highly sensitive residential or commercial areas at the discretion of the Designer or County. The Contractor should be required to inventory and provide a pre-construction inspection of adjacent structures and to monitor the adherence to suitable vibration monitoring impact limits for their construction activities.

10.0 QUALITY ASSURANCE & CONTROL

We recommend establishing a comprehensive quality assurance and control program to verify that all site preparation and foundation construction is conducted in accordance with the appropriate plans and specifications. A Geotechnical Engineer should be engaged by the owner prior to site preparation, to provide field observation and testing of site preparation procedures and compaction operations in order to confirm that the specified requirements are met.

Sampling and testing of component materials and completed work shall be conducted in accordance with the Contract Documents. The minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met.

11.0 LIMITATIONS

WIRX warrants that the professional services performed and presented in this report are prepared for Kimley-Horn and are based upon recognized typical standard of care principles and practices in the discipline of geotechnical engineering and hydrogeology at this place and point in time, for this project site. No other warranties are expressed or implied.

This report is intended for geotechnical purposes only, and does not document or detect the presence, or absence, of any environmental conditions at the site, nor is it intended to perform an environmental assessment of the site.

The recommendations presented in this report are based upon our interpretation of the subsurface information revealed by the test boring. The report does not reflect variations in subsurface conditions that may exist beyond the boring. Variations in soil and groundwater conditions should be expected, the nature and extent of which might not become evident until construction is undertaken. If variations are encountered, and/or the scope of the project altered, we should be consulted for additional recommendations.

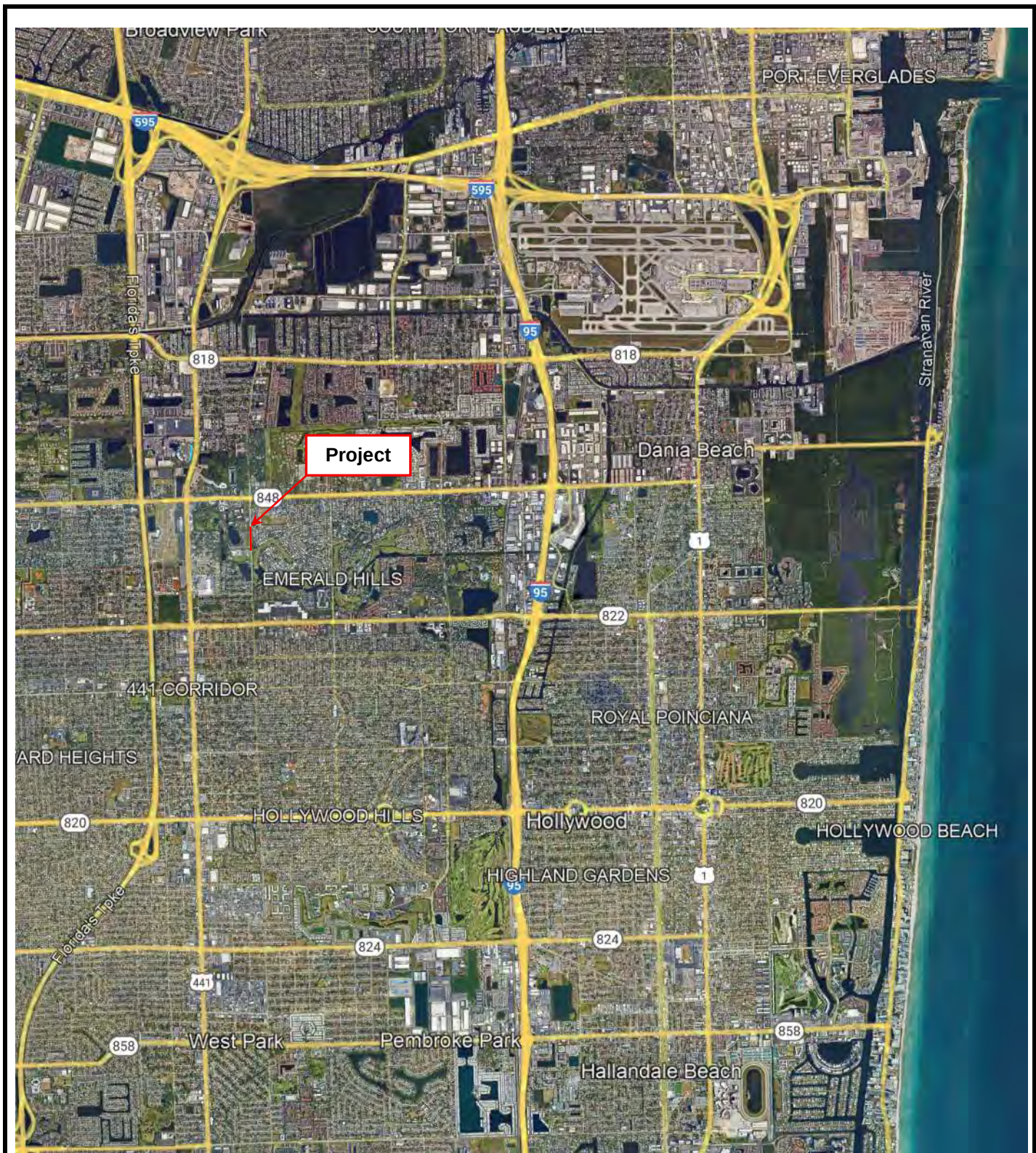


Figure 1
Site Vicinity Map

North 56th Avenue Privacy Wall
City of Hollywood, Broward County, Florida
June 26, 2025
WIRX Project No. 2505003

Source: Google Earth Pro
Aerial Date: 12/10/2018



Not to Scale





Figure 2
Boring Location Plan

North 56th Avenue Privacy Wall
City of Hollywood, Broward County, Florida
June 26, 2025
WIRX Project No. 2505003

Source: Google Earth Pro
Aerial Date: 12/10/2018



Not to Scale



HAND AUGER BORING LOG

Project Name: Hollywood - North 56th Avenue Privacy Wall

Project No: 2505003

Boring No: HA-1

Logged by: Jacob Ruhkick

Date: 05/29/2025

Lat: 26.042862°

Long: -80.200600°

Total Depth of Boring: 4.0 feet

Groundwater Depth: Not encountered

Equipment: Hand auger

Depth (ft)		Sample Number	Soil Stratum Description (USCS Classification)	Lab Testing
From	To			
0.0	4.0	1	SAND, poorly graded, fine-grained quartz, trace organics and limerock, dry, dark grayish brown (SP)	MC = 12.2% -200 = 3.4%



Notes:

MC = Moisture Content (ASTM D 2216)

-200 = Fines Content (ASTM D 1140)

OC = Organic Content (ASTM D 2974)

HAND AUGER BORING LOG

Project Name: Hollywood - North 56th Avenue Privacy Wall

Project No: 2505003

Boring No: HA-2

Logged by: Jacob Ruhkick

Date: 05/29/2025

Lat: 26.042196°

Long: -80.200576°

Total Depth of Boring: 7.0 feet

Groundwater Depth: 4.7 ft

Equipment: Hand auger

Depth (ft)		Sample Number	Soil Stratum Description (USCS Classification)	Lab Testing
From	To			
0.0	4.7	1	SAND, poorly graded, fine-grained quartz with silt, trace organics and limerock, dry, dark grayish brown (SP-SM)	MC = 8.6% -200 = 6.2%
4.7	7.0	2	SAND, poorly graded, fine to medium-grained quartz, wet, dark gray (SP)	MC = 18.6% -200 = 4.1%



Notes:

MC = Moisture Content (ASTM D 2216)

-200 = Fines Content (ASTM D 1140)

OC = Organic Content (ASTM D 2974)

HAND AUGER BORING LOG

Project Name: Hollywood - North 56th Avenue Privacy Wall

Project No: 2505003

Boring No: HA-3

Logged by: Jacob Ruhkick

Date: 05/29/2025

Lat: 26.041564°

Long: -80.200558°

Total Depth of Boring: 7.5 feet

Groundwater Depth: 4.5 ft

Equipment: Hand auger

Depth (ft)		Sample Number	Soil Stratum Description (USCS Classification)	Lab Testing
From	To			
0.0	4.3	1	SAND, poorly graded, fine-grained quartz, trace organics and limerock, dry, dark grayish brown (SP)	MC = 10.4% OC = 1.0%
4.3	4.5	2	SAND, poorly graded, fine-grained quartz, trace organics, dry, blackish gray (SP)	MC = 16.1% -200 = 3.1%
4.5	7.5	3	SAND, poorly graded, fine to medium-grained quartz, wet, dark gray (SP)	



Notes:

MC = Moisture Content (ASTM D 2216)

-200 = Fines Content (ASTM D 1140)

OC = Organic Content (ASTM D 2974)



United States
Department of
Agriculture

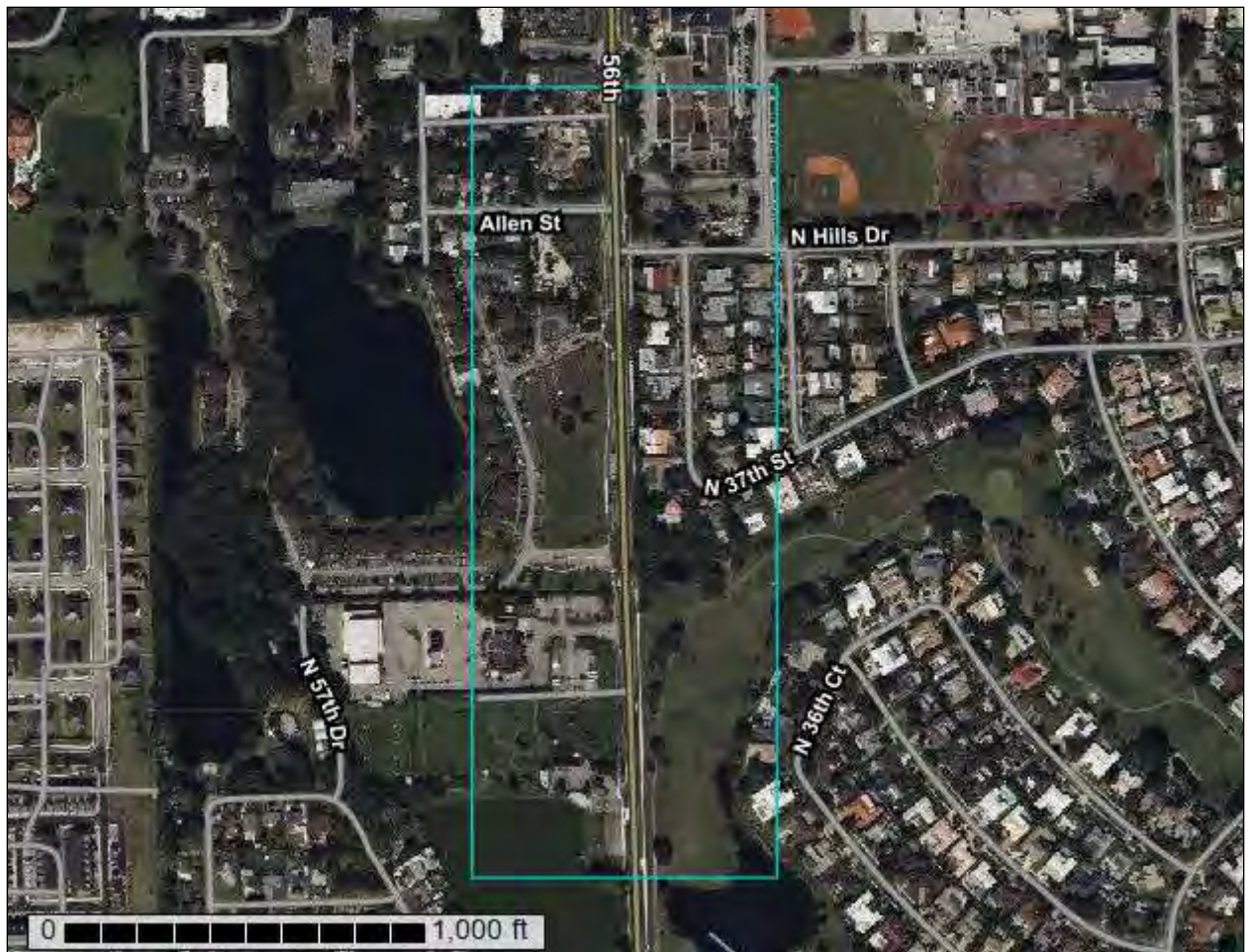
NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Broward County, Florida, East Part**

**Hollywood – North 56th Avenue
Privacy Wall**



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Broward County, Florida, East Part
Survey Area Data: Version 20, Aug 20, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 14, 2022—Jan 24, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Arents-Urban land complex	18.1	42.6%
3	Arents, organic substratum-Urban land complex	7.3	17.3%
11	Dade-Urban land complex	11.9	28.1%
21	Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes	3.5	8.3%
99	Water	1.6	3.7%
Totals for Area of Interest		42.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

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The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Broward County, Florida, East Part

2—Arents-Urban land complex

Map Unit Setting

National map unit symbol: 1hn8f
Elevation: 0 to 210 feet
Mean annual precipitation: 60 to 68 inches
Mean annual air temperature: 72 to 79 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents and similar soils: 55 percent
Urban land: 40 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Typical profile

A - 0 to 4 inches: cobbly sand
C1 - 4 to 9 inches: cobbly sand
C2 - 9 to 32 inches: sand
2C - 32 to 60 inches: sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A/D
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Linear
Across-slope shape: Linear

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: Unranked

Minor Components

Arents, organic substratum

Percent of map unit: 3 percent
Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

Udorthents, marly substratum

Percent of map unit: 2 percent
Landform: Marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

3—Arents, organic substratum-Urban land complex

Map Unit Setting

National map unit symbol: 1hn8g
Elevation: 0 to 30 feet
Mean annual precipitation: 60 to 68 inches
Mean annual air temperature: 72 to 79 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents, organic substratum and similar soils: 55 percent

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Urban land: 45 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents, Organic Substratum

Setting

Landform: Rises on marine terraces

Landform position (three-dimensional): Rise

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy dredge spoils over organic material over sandy marine deposits

Typical profile

A - 0 to 12 inches: gravelly sand

C - 12 to 38 inches: sand

Oa - 38 to 52 inches: muck

2C - 52 to 72 inches: sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat poorly drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)

Depth to water table: About 24 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Moderate (about 8.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: A

Forage suitability group: Forage suitability group not assigned (G156AC999FL)

Other vegetative classification: Forage suitability group not assigned (G156AC999FL)

Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces

Landform position (three-dimensional): Interfluve, tal

Down-slope shape: Linear

Across-slope shape: Linear

Interpretive groups

Land capability classification (irrigated): None specified

Forage suitability group: Forage suitability group not assigned (G156AC999FL)

Other vegetative classification: Forage suitability group not assigned (G156AC999FL)

Hydric soil rating: Unranked

11—Dade-Urban land complex

Map Unit Setting

National map unit symbol: 1hn8q
Elevation: -20 to 30 feet
Mean annual precipitation: 60 to 68 inches
Mean annual air temperature: 72 to 79 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Dade and similar soils: 55 percent
Urban land: 40 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dade

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Interfluve, rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits over soft limestone

Typical profile

A - 0 to 8 inches: gravelly sand
E - 8 to 27 inches: fine sand
Bh - 27 to 35 inches: fine sand
Cr - 35 to 39 inches: weathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 20 to 40 inches to paralithic bedrock
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)
Depth to water table: About 60 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A

Custom Soil Resource Report

Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

Description of Urban Land

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Linear
Across-slope shape: Linear

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Forage suitability group: Forage suitability group not assigned (G156AC999FL)
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: Unranked

Minor Components

Immokalee, limestone substratum

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: No

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Forage suitability group not assigned (G156AC999FL)
Hydric soil rating: Yes

Margate

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F156AY340FL - Subtropical Pine Flatwoods and Palmetto Prairie of Miami Ridge / Atlantic Coastal Strip

Custom Soil Resource Report

Other vegetative classification: Forage suitability group not assigned
(G156AC999FL)
Hydric soil rating: Yes

21—Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwc
Elevation: 0 to 40 feet
Mean annual precipitation: 48 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Okeelanta, drained, and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Okeelanta, Drained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa - 0 to 31 inches: muck
Cg - 31 to 65 inches: fine sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 2 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 14.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w

Custom Soil Resource Report

Hydrologic Soil Group: A/D

Ecological site: R156BY020FL - Histisol Isolated Marshes and Swamps

Forage suitability group: Organic soils in depressions and on flood plains
(G156AC645FL)

Other vegetative classification: Organic soils in depressions and on flood plains
(G156AC645FL)

Hydric soil rating: Yes

Minor Components

Sanibel

Percent of map unit: 5 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave, linear

Across-slope shape: Concave

Ecological site: R156BY021FL - Mineral Isolated Marshes and Swamps

Other vegetative classification: Organic soils in depressions and on flood plains
(G155XB645FL)

Hydric soil rating: Yes

Tequesta

Percent of map unit: 3 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R156BY021FL - Mineral Isolated Marshes and Swamps

Other vegetative classification: Freshwater Marshes and Ponds (R156BY010FL),
Organic soils in depressions and on flood plains (G156AC645FL)

Hydric soil rating: Yes

Basinger

Percent of map unit: 2 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Linear, concave

Across-slope shape: Linear, concave

Ecological site: F156BY040FL - Sandy Pine Flatwoods and Hammocks

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL)

Hydric soil rating: Yes

99—Water

Map Unit Composition

Water: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified

Forage suitability group: Forage suitability group not assigned (G156AC999FL)

Other vegetative classification: Forage suitability group not assigned
(G156AC999FL)

Hydric soil rating: Unranked

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Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

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APPENDIX E



NOTICE OF INTENT TO USE NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (RULE 62-621.300(4), F.A.C.)

You must submit this completed Notice of Intent (NOI) form to the Department to get coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities provided in subsection 62-621.300(4), F.A.C. The Generic Permit document [DEP Document 62-621.300(4)(a)] tells you what construction activity qualifies for coverage, how you obtain and terminate coverage, what you must do to minimize pollution from your construction site, and what conditions apply to your project to use the generic permit. **You must submit the appropriate generic permit fee, as specified in paragraph 62-4.050(4)(d), F.A.C., with this NOI Form to obtain permit coverage.** You must read and understand the requirements of the generic permit document and the attached instructions before completing this NOI form. **Please print or type information in the appropriate areas below.**

For construction activities also requiring an Individual Environmental Resource Permit (ERP), under Chapter 62-330, F.A.C.:

If your construction activities are already authorized by a valid Individual ERP issued by the Department, Water Management District or a Delegated Local Government, you may also elect to use this NOI form to provide the required notice of commencement of construction, in lieu of Form 62-330.350(1) ("Construction Commencement Notice").

Do you wish to also provide notice of commencement of construction activities authorized under an Individual ERP permit through the use of this form? Yes No

I. IDENTIFICATION NUMBER:

A. Facility ID (if renewing coverage): _____

B. ERP Permit Number* (if applicable): _____

C. ERP Permitting Agency (if applicable): _____

*If the ERP permit authorizes phased construction, please also indicate which phase.

II. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) DEVELOPED AND READY TO BE IMPLEMENTED: Yes No

*If No, you may not submit your NOI at this time.

III. APPLICANT INFORMATION:

A. Operator Name: * ERP Permittee Name (if different than "Operator"), if applicable:		B. Operator Status:
C. Address:		
D. City:	E. State:	F. Zip Code:
G. Responsible Authority:		

H. Responsible Authority's Phone No.:
I. Responsible Authority's Fax No.:
J. Responsible Authority's E-mail Address:

IV. PROJECT/SITE LOCATION INFORMATION:

A. Project Name:			
B. Project Address/Location:			
C. City:		D. State:	E. Zip Code:
F. County:	G. Latitude:	° ' " Longitude:	° ' " "
H. Is the site located on Indian Country Lands? Yes No		I. Water Management District:	
J. Project Contact:			
K. Project Contact's Phone No.:			
L. Project Contact's Fax No.:			
M. Project Contact's E-mail Address:			
N. Additional E-mail correspondence, optional:			

V. PROJECT/SITE ACTIVITY INFORMATION:

A. Indicate whether the project is Large or Small Construction (check only one):	Large Construction (Project will disturb 5 or more acres of land, Fee \$400)		
	Small Construction (Project will disturb between 1 and 4.99 acres of land, Fee \$250)		
B. Approximate total area of land disturbance from commencement through completion of construction: _____ acres			
C. SWPPP Location:	Address in Part III above	Address in Part IV above	Other address (specify below)
D. SWPPP Address:			
E. City:		F. State:	G. Zip Code:
H. Construction Period:	Start Date:	Completion Date:	

VI. DEWATERING INFORMATION:

A. Will dewatering operations be performed as part of the construction activities? No Yes If yes, complete below. If no, skip this part and go to Part VII.
B. Is the project site currently identified as contaminated, or is there a site within 500 feet of the dewatering project identified as contaminated by a DEP or EPA cleanup/restoration program? You may use the Quick Link to DEP's Contamination Locator Map (CLM) and DEP's Institutional Controls Registry (ICR) Web Viewer to determine cleanup restoration status. You may access the CLM at: http://webapps.dep.state.fl.us/DepClnup/welcome.do or

<http://ca.dep.state.fl.us/mapdirect/?focus=contamlocator>. The ICR may be accessed at:
<http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm>, or
<http://ca.dep.state.fl.us/mapdirect/?focus=icr>

YES Continue to VI.C, below.

NO Continue to Part VII.

C. Has the site been remediated?

YES Continue to Part VII.

NO Continue to VI.D, below.

D. Are the pollutants of concern (i.e. contamination) present in ground water at the dewatering project site at concentrations equal to or exceeding the surface water criteria in Rule 62-302.530?

YES Dewatering activities do not qualify for coverage under this generic permit. However, the site may qualify for coverage under Rule 62-621.300(1), F.A.C., or under an individual wastewater permit on the appropriate form listed in Rule 62-620.910, F.A.C.

NO Continue to Part VII.

VII. DISCHARGE INFORMATION:

A. MS4 Operator Name (if applicable):

B. Receiving Water Name:

VIII. CERTIFICATION¹:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If providing notice of commencement of construction as required by an Individual Environmental Resource Permit, I also certify that I am authorized by the Permittee (identified in Part III.A., above), to commence construction activities authorized by the ERP Permit (identified in Part I.B., above).

Responsible Authority Name and Official Title (Type or Print):

Responsible Authority Signature:

Date Signed:

¹ Signatory requirements are contained in Rule 62-620.305, F.A.C.

**INSTRUCTIONS – DEP FORM 62-621.300(4)(b)
NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE
AND SMALL CONSTRUCTION ACTIVITIES**

Who Must File an NOI:

You must file the NOI and obtain coverage under the Construction Generic Permit if you discharge stormwater associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), http://www.dep.state.fl.us/water/stormwater/npdes/docs/all_ms4_by_county.pdf.

Where to File NOI:

The Department encourages the electronic submission of NOIs using the Department's Interactive Notice of Intent (iNOI) available at <http://www.fldeportal.com/go/>. NOIs also may be submitted by paper copy to the following address:

NPDES Stormwater Notices Center, MS #3585
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Permit Fee:

Permit fees for large and small construction activities to be covered under the generic permit are specified in paragraph 62-4.050(4)(d), F.A.C. and available on our <http://www.dep.state.fl.us/water/stormwater/npdes/fees.htm>. You must submit the appropriate generic permit fee (either for large 5+ acres \$400 or small 1- 4.99 acres \$250 construction activities) with the completed NOI to obtain coverage under the generic permit. **Generic permit coverage will not be granted without payment of the appropriate permit fee.**

If the NOI is submitted electronically, the permit fee must be paid on-line by credit card or check. If the NOI is submitted using a paper copy, the permit fee must be paid by either check or money order made payable to: "Florida Department of Environmental Protection".

Part I – Identification Number:

If you are renewing coverage, please enter the project's DEP identification number (generic permit coverage number) if known. If this is a new project without an ID number then leave this item blank. If you know your ERP Permit Number or ERP Permitting Agency (if applicable) please identify it here, if not then leave these items blank.

Part II – Stormwater Pollution Prevention Plan (SWPPP) Completed:

Check the box to indicate whether you have completed your Stormwater Pollution Prevention Plan. You must complete your SWPPP and be ready to implement it before submitting your NOI.

Part III – Applicant Information:

Item A.: Provide the legal name of the person, firm, contractor, public organization or other legal entity that owns or operates the construction activity described in this NOI. The operator is the legal entity that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of the generic permit.

Item B.: Enter the appropriate one letter code from the list below to indicate the legal status of the operator:

F = Federal; S = State; P = Private; M = Public (other than federal or state); O = Other

Items C. – F.: Provide the complete mailing address of the operator, including city, state and zip code.

Items G. – J.: Provide the name, telephone and fax number (including area code) and E-mail address of the person authorized to submit this NOI on behalf of the operator (e.g., Jane Smith, President of Smith Construction Company on behalf of the operator, Smith Construction Company; John Doe, Public Works Director on behalf of the operator, City of Townsville; etc.). This should be the same person as indicated in the certification in Part VI.

Part IV – Project/Site Location Information:

Items A. – E.: Enter the official or legal name and complete street address, including city, state and zip code of the project. Do not provide a P.O. Box number as the street address. If it lacks a street address, describe the project site location (e.g., intersection of State Road 1 and Smith Street).

Item F.: Enter the county in which the project is located.

Item G.: Enter the latitude and longitude, **in degrees-minutes-seconds format**, of the approximate center of the project.

Item H.: Indicate whether the project is located on Indian Country Lands. If the project is located on Indian Lands you may not use this generic permit. Instead, you must apply to the <http://cfpub.epa.gov/npdes/stormwater/const.cfm> (EPA) for coverage.

Item I.: Enter the appropriate five or six letter code from the list below to indicate the <http://www.dep.state.fl.us/secretary/watman/default.htm> in which your project is located:

NFWFMD = Northwest Florida Water Management District
SRWMD = Suwannee River Water Management District
SFWMD = South Florida Water Management District
SWFWMD = Southwest Florida Water Management District
SJRWMD = St. John's River Water Management District

Items J. – M.: Enter the name, telephone and fax number (including area code) and E-mail address of the project contact person. The project contact is the person who is thoroughly familiar with the project, the facts reported in this NOI and who can be contacted by the Department if necessary.

Item N.: Enter additional E-mail correspondence as needed to receive permit related documentation. (Optional)

Part V – Project/Site Activity Information:

Item A.: Check the appropriate box to indicate whether the project involves large construction activity or small construction activity. **Check one box only.**

“Large Construction Activity” means construction activity resulting in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale such as a subdivision that will ultimately disturb five acres or more.

“Small Construction Activity” means construction activity resulting in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

Item B.: Provide the approximate total area of land disturbance, in acres, that the project will involve from commencement of construction through completion.

Items C. – G.: Indicate the location where the Stormwater Pollution Prevention Plan (SWPPP) can be viewed. Provide the address where the SWPPP can be viewed if other than as provided in Parts II or III of the NOI. **Note that to be eligible for coverage under the generic permit, the SWPPP must have been prepared prior to filing this NOI.**

Item H.: Enter the estimated construction start and completion dates in the MM/DD/YY format.

Part VI – Dewatering Information:

If your site has “noncontaminated ground water”, the CGP also authorizes discharges from ground water dewatering activities. A site will be presumed to have uncontaminated if it is not contaminated and there are no known contamination sites within 500 feet of the site. You may use the Department’s <http://webapps.dep.state.fl.us/DepClnup/welcome.do> or the Institutional Controls Registry (ICR) Web Viewer <http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm> to determine the location of contaminate sites. The CGP does not authorize the discharge of contaminated ground water.

Part VII – Discharge Information:

To be covered under a CGP, you must provide the following information about where the discharge from your project will go. NOIs submitted without discharge information cannot be processed.

Item A.: If stormwater from your project discharges to a MS4 enter the name of the MS4 (e.g., City of Tallahassee MS4, Orange County MS4, FDOT District 5 MS4, etc.). If stormwater from your project does not discharge to an MS4 but to surface waters of the State, leave this item blank or indicate “N/A” and skip to Item B. of this part. **Please note that if your project discharges stormwater to an MS4, you must provide the MS4 operator with a copy of the completed NOI.** http://www.dep.state.fl.us/water/stormwater/npdes/docs/all_ms4_by_county.pdf

Item B.: If your project discharges stormwater to surface waters of the State, and not to an MS4, enter the name of the receiving water body to which the stormwater is discharged. Please provide the first named water body to which the stormwater from the project is discharged (e.g., Cypress Creek, Tampa Bay, unnamed ditch to St. Johns River, Tate’s Hell Swamp, etc.).

In certain cases, stormwater from the project will discharge to both an MS4 and surface waters of the State. In this case, complete both Item A. and Item B.

Part VIII – Certification:

Type or print the name and official title of the Responsible Authority signing the certification. Please note that this must be the same person indicated in Item II.G. as the Responsible Authority. Sign and date the certification.

Section 403.161, F.S., provides severe penalties for submitting false information on this application (NOI) or any reports or records required by a permit. There are both civil and criminal penalties, in addition to the revocation of permit coverage for submitting false information.

Rule 62-620.305, F.A.C., requires that the NOI and any reports required by the permit be signed as follows:

- A. For a corporation, by a responsible corporate officer as described in Rule 62-620.305, F.A.C.;
- B. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
- C. For a municipality, state, federal or other public facility, by a principal executive officer or elected official.

APPENDIX F



TEST HOLE INVENTORY
PROJECT: HOLLYWOOD - N 56TH AVE PRIVACY WALL
PROJECT NO.: PF24113
PROJECT MANAGER: ANDRES GARCIA
CLIENT: KIMLEY HORN
DATE: 8/8/25

TH#	REQUESTED UTILITY	UTILITY FOUND	REMARKS
1	FIBER OPTIC (MCI)	2" FIBER OPTIC PVC (ORANGE)	
2	24" SANITARY FORCE MAIN	SANITARY FORCE MAIN CAST IRON	SEE TEST HOLE FORM
3	FIBER OPTIC	2" FIBER OPTIC PVC (ORANGE)	
4	24" SANITARY FORCE MAIN	SANITARY FORCE MAIN CAST IRON	SEE TEST HOLE FORM
5	FIBER OPTIC	2" FIBER OPTIC PVC (ORANGE)	
6	24" SANITARY FORCE MAIN	SANITARY FORCE MAIN CAST IRON	SEE TEST HOLE FORM
7	24" SANITARY FORCE MAIN	SANITARY FORCE MAIN CAST IRON	SEE TEST HOLE FORM

PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES

CLIENT JOB# N/A

WORK ORDER # N/A

LOCATE REQUESTED BY: KIMLEY HORN

PROJECT LOCATION: HOLLYWOOD, FL

UTILITY REQUESTED: FIBER OPTIC (MCI)

SHEET #: N/A OF N/A

PROPOSED: UTILITY WORK

UTILITY FOUND: FIBER OPTIC

FORM BY: DL

ASSISTED BY: JA

OF HOLES: 1

MATERIAL AS FOUND: PVC (ORANGE)

PAVING CONDITION: N/A

DATE DUG: 7/30/25

SIZE AS FOUND: 2"

SOIL CONDITIONS: HARD SOFT MOIST SAND ROCKY

UTILITY CONDITION: FAIR

ELEV SURVEY PIN

4.42

INSTALLED: CHIS. "X"

AT: TOP OF UTILITY

MARKING TAPE: ORANGE

EXIST. GRADE

COVER (TOP)

3.87

0.55

ELEV. (TOP)

COVER (BOTTOM)

N/A

N/A

ELEV. (BOTTOM)

FACING

NORTH

WIDTH

2.5"±

SURVEY PIN LOCATED BY: OTHERS

SURVEY INFO.: ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET).

NORTH

EAST

ELEV.

621433.74

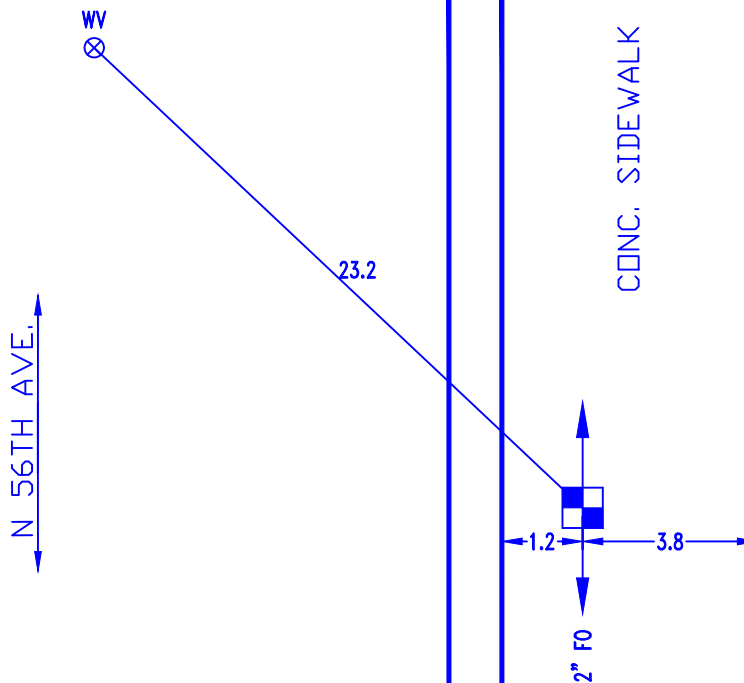
918665.49

4.42

HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT.

NOTES:

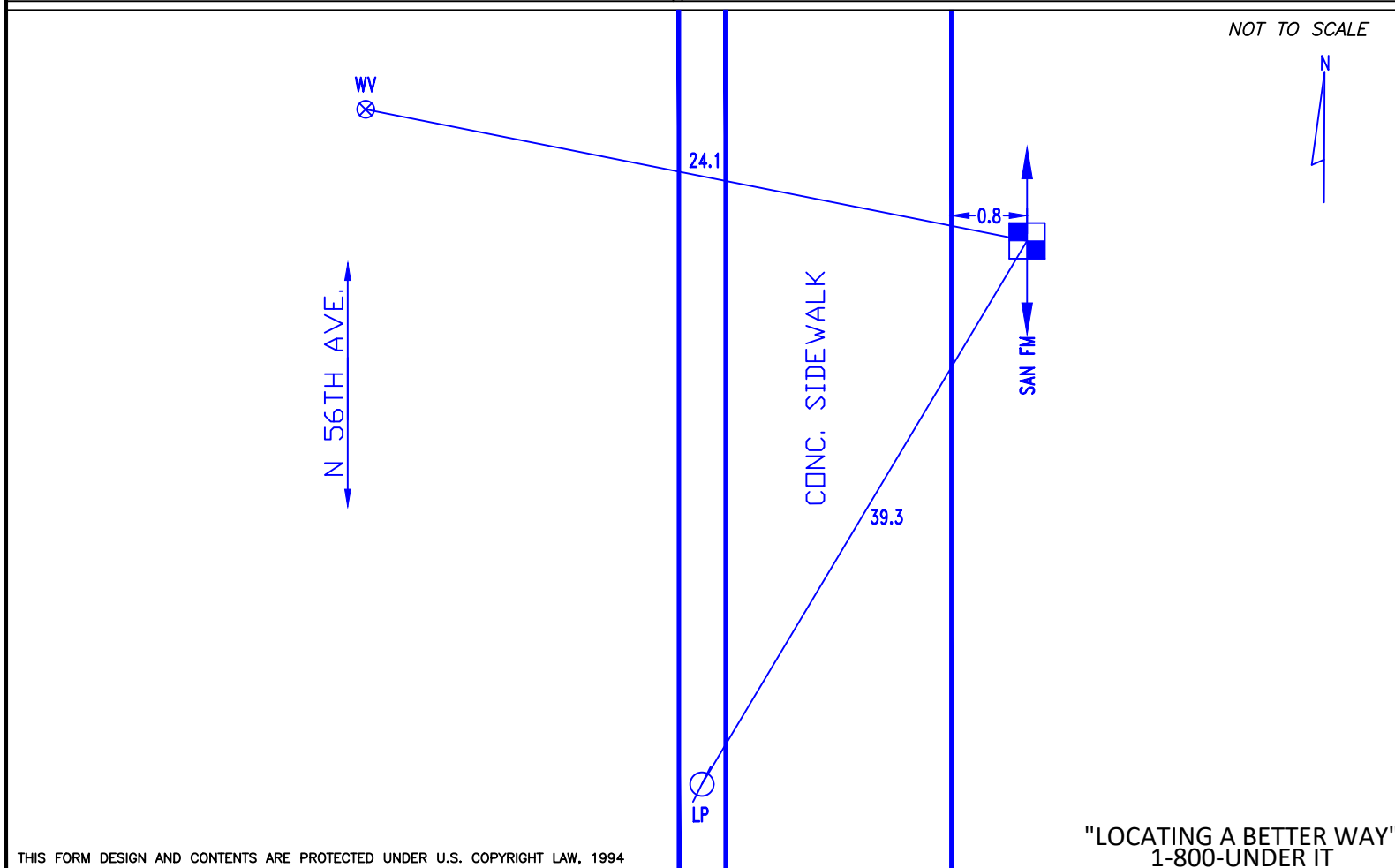
NOT TO SCALE



PN: PF24113

VACUUM TEST HOLE REPORT NO.: 2

PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES		CLIENT JOB# N/A		WORK ORDER # N/A							
LOCATE REQUESTED BY: KIMLEY HORN		PROJECT LOCATION: HOLLYWOOD, FL									
UTILITY REQUESTED: 24" SANITARY FORCE MAIN		SHEET #: N/A OF N/A		PROPOSED: UTILITY WORK							
UTILITY FOUND: SANITARY FORCE MAIN		FORM BY: DL		ASSISTED BY: JA # OF HOLES: 1							
MATERIAL AS FOUND: CAST IRON		PAVING CONDITION: N/A		DATE DUG: 7/30/25							
SIZE AS FOUND: SEE NOTE		SOIL CONDITIONS: SOFT MOIST DRY SAND		UTILITY CONDITION: FAIR							
ELEV SURVEY PIN 4.52 EXIST. GRADE COVER (TOP) 5.47 -0.95 ELEV. (TOP) COVER (BOTTOM) N/A N/A ELEV. (BOTTOM) WIDTH SEE NOTE INSTALLLED: HUB & TACK AT: CROWN OF UTILITY MARKING TAPE: GREEN N/A N/A FACING NORTH		SURVEY PIN LOCATED BY: OTHERS SURVEY INFO.: ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET). <table border="1"> <thead> <tr> <th>NORTH</th> <th>EAST</th> <th>ELEV.</th> </tr> </thead> <tbody> <tr> <td>621438.51</td> <td>918669.79</td> <td>4.52</td> </tr> </tbody> </table> HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT. NOTES: UNABLE TO VERIFY SIZE DUE TO SOIL INSTABILITY.				NORTH	EAST	ELEV.	621438.51	918669.79	4.52
NORTH	EAST	ELEV.									
621438.51	918669.79	4.52									



PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES LOCATE REQUESTED BY: KIMLEY HORN UTILITY REQUESTED: FIBER OPTIC UTILITY FOUND: FIBER OPTIC MATERIAL AS FOUND: PVC (ORANGE) SIZE AS FOUND: 2"	CLIENT JOB# N/A WORK ORDER # N/A PROJECT LOCATION: HOLLYWOOD, FL SHEET #: N/A OF N/A PROPOSED: UTILITY WORK FORM BY: DL ASSISTED BY: JA # OF HOLES: 1 PAVING CONDITION: N/A DATE DUG: 7/25/25 SOIL CONDITIONS: SOFT MOIST DRY SAND ROCKY UTILITY CONDITION: FAIR
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ELEV SURVEY PIN

4.86

EXIST. GRADE

COVER (TOP)

3.12

COVER (BOTTOM)

N/A

ELEV. (TOP)

1.74

ELEV. (BOTTOM)

N/A

INSTALLLED: **CHIS. "X"** AT: **CROWN OF UTILITY** MARKING TAPE: **ORANGE**

SURVEY PIN LOCATED BY: **OTHERS**

SURVEY INFO.: **ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET).**

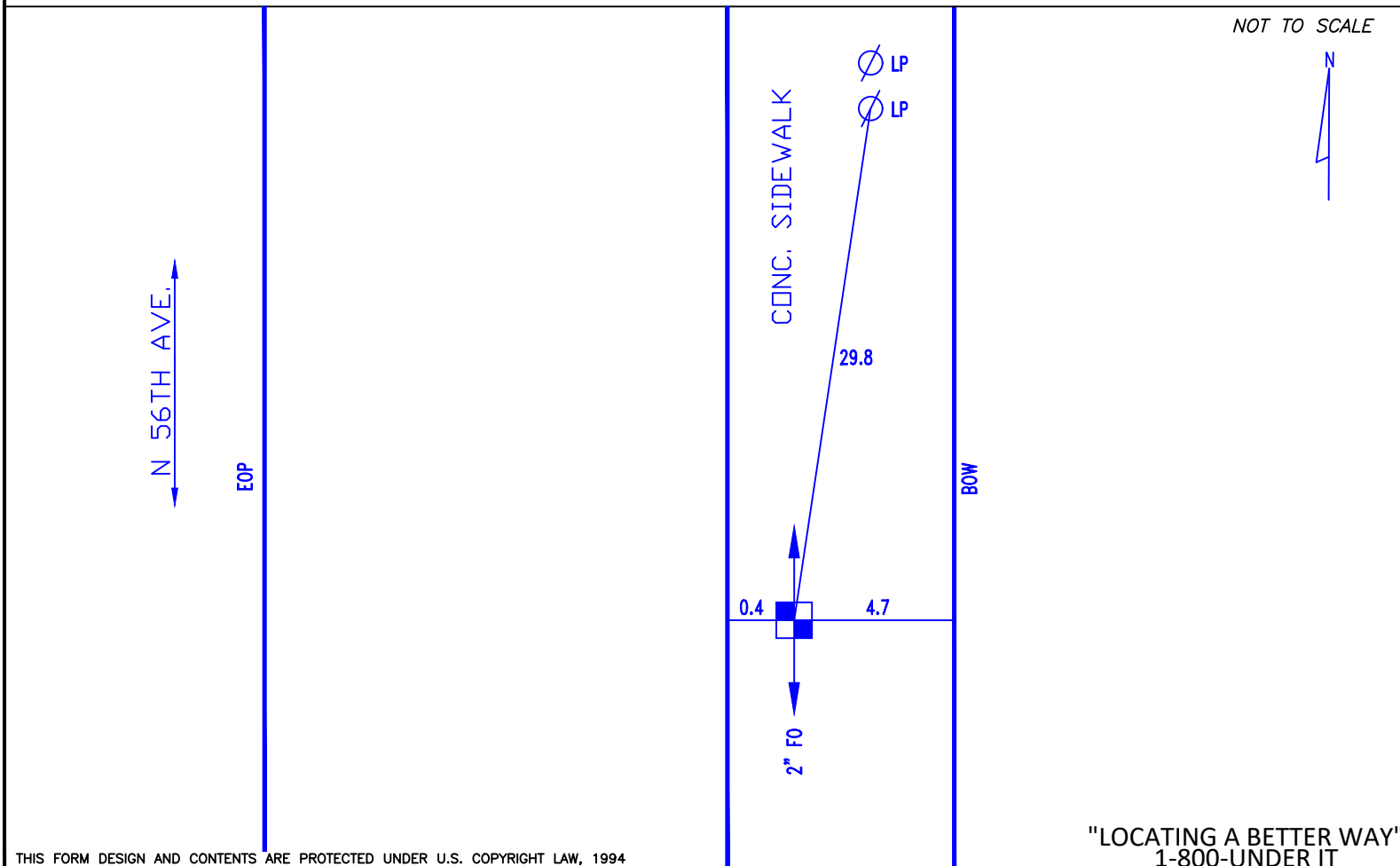
NORTH	EAST	ELEV.
621805.58	918651.91	4.86

HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT.

NOTES:

WIDTH **2.5"±**

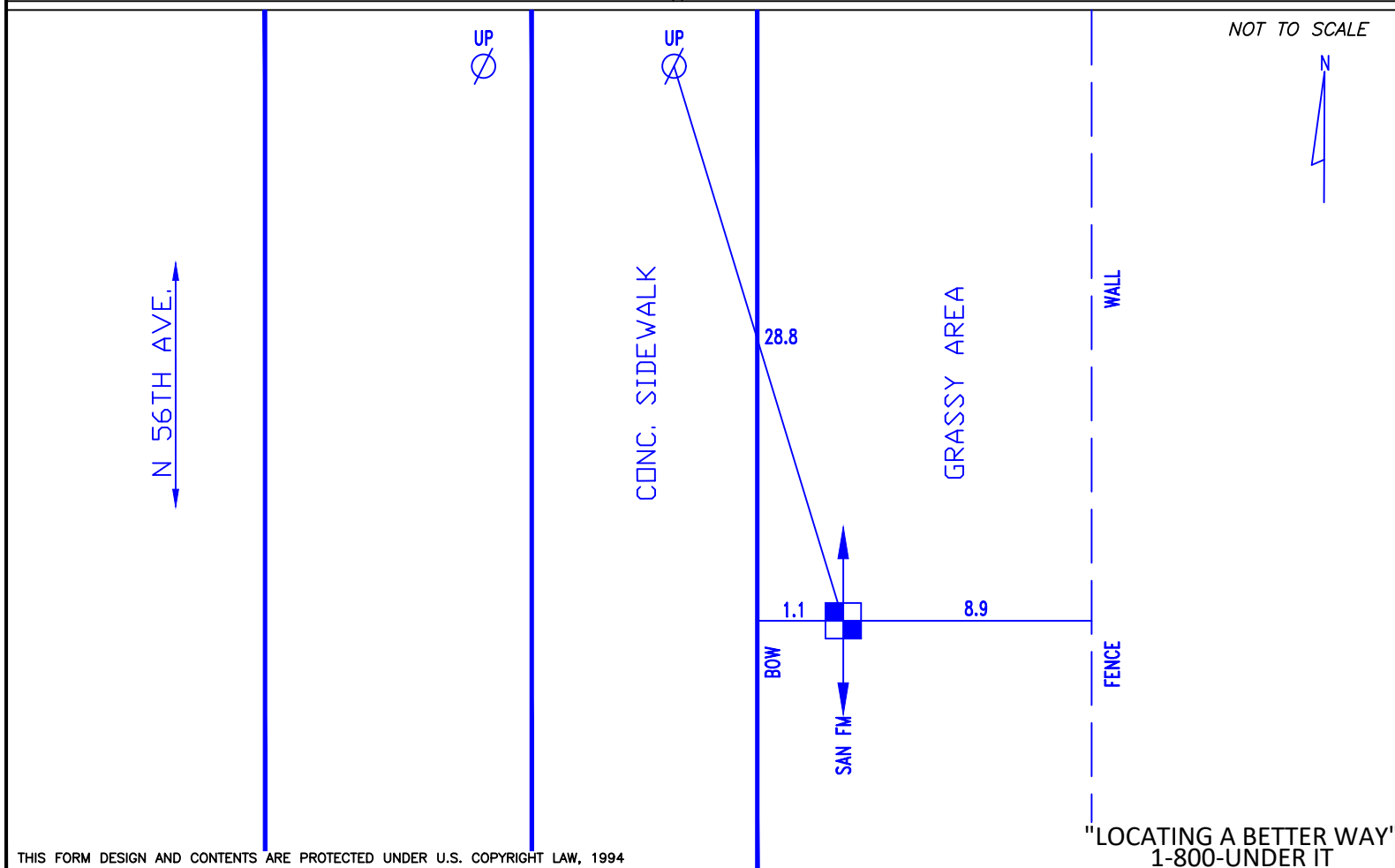
FACING **NORTH**



PN: PF24113

VACUUM TEST HOLE REPORT NO.: 4

PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES		CLIENT JOB# N/A		WORK ORDER # N/A							
LOCATE REQUESTED BY: KIMLEY HORN		PROJECT LOCATION: HOLLYWOOD, FL									
UTILITY REQUESTED: 24" SANITARY FORCE MAIN		SHEET #: N/A OF N/A		PROPOSED: UTILITY WORK							
UTILITY FOUND: SANITARY FORCE MAIN		FORM BY: DL		ASSISTED BY: JA # OF HOLES: 1							
MATERIAL AS FOUND: CAST IRON		PAVING CONDITION: N/A		DATE DUG: 7/25/25							
SIZE AS FOUND: SEE NOTE		SOIL CONDITIONS: SOFT MOIST DRY SAND ROCKY									
		UTILITY CONDITION: FAIR									
ELEV SURVEY PIN 5.07 EXIST. GRADE COVER (TOP) 5.50 -0.43 ELEV. (TOP) COVER (BOTTOM) N/A N/A ELEV. (BOTTOM) WIDTH SEE NOTE INSTALLLED: HUB & TACK AT: CROWN OF UTILITY MARKING TAPE: GREEN N/A N/A FACING NORTH		SURVEY PIN LOCATED BY: OTHERS SURVEY INFO.: ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET). <table> <tr> <td>NORTH</td> <td>EAST</td> <td>ELEV.</td> </tr> <tr> <td>621808.02</td> <td>918657.44</td> <td>5.07</td> </tr> </table> HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT. NOTES: UNABLE TO VERIFY SIZE DUE TO SOIL INSTABILITY.				NORTH	EAST	ELEV.	621808.02	918657.44	5.07
NORTH	EAST	ELEV.									
621808.02	918657.44	5.07									



PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES

CLIENT JOB# N/A

WORK ORDER # N/A

LOCATE REQUESTED BY: KIMLEY HORN

PROJECT LOCATION: HOLLYWOOD, FL

UTILITY REQUESTED: FIBER OPTIC

SHEET #: N/A OF N/A

PROPOSED: UTILITY WORK

UTILITY FOUND: FIBER OPTIC

FORM BY: DL

ASSISTED BY: JA

OF HOLES: 1

MATERIAL AS FOUND: PVC (ORANGE)

PAVING CONDITION: N/A

DATE DUG: 7/25/25

SIZE AS FOUND: 2"

SOIL CONDITIONS: SOFT MOIST SAND ROCKY

UTILITY CONDITION: GOOD

ELEV SURVEY PIN

4.81

INSTALLED: HUB & TACK AT: CROWN OF UTILITY

MARKING TAPE: ORANGE

EXIST. GRADE

COVER (TOP)

3.94

ELEV. (TOP)

0.87

COVER (BOTTOM)

N/A

ELEV. (BOTTOM)

N/A

WIDTH

2"±

FACING

NORTH

SURVEY PIN LOCATED BY: OTHERS

SURVEY INFO.: ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET).

NORTH

EAST

ELEV.

622142.53

918638.23

4.81

HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT.

NOTES:

N 56TH AVE.

EOP

3.0

8.3

UP

3.2

FOW

2" FO

CINC. SIDEWALK

NOT TO SCALE



PN: PF24113

VACUUM TEST HOLE REPORT NO.: 6

PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES LOCATE REQUESTED BY: KIMLEY HORN UTILITY REQUESTED: 24" SANITARY FORCE MAIN UTILITY FOUND: SANITARY FORCE MAIN MATERIAL AS FOUND: CAST IRON SIZE AS FOUND: SEE NOTE	CLIENT JOB# N/A WORK ORDER # N/A PROJECT LOCATION: HOLLYWOOD, FL SHEET #: N/A OF N/A PROPOSED: UTILITY WORK FORM BY: DL ASSISTED BY: JA # OF HOLES: 1 PAVING CONDITION: N/A DATE DUG: 7/25/25 SOIL CONDITIONS: HARD SOFT MOIST DRY SAND ROCKY UTILITY CONDITION: FAIR
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ELEV SURVEY PIN

5.16

COVER (TOP)

5.14

0.02

ELEV. (TOP)

COVER (BOTTOM)

N/A

N/A

ELEV. (BOTTOM)

WIDTH

SEE NOTE

FACING

NORTH

INSTALLLED: **HUB & TACK** AT: **CROWN OF UTILITY** MARKING TAPE: **GREEN**

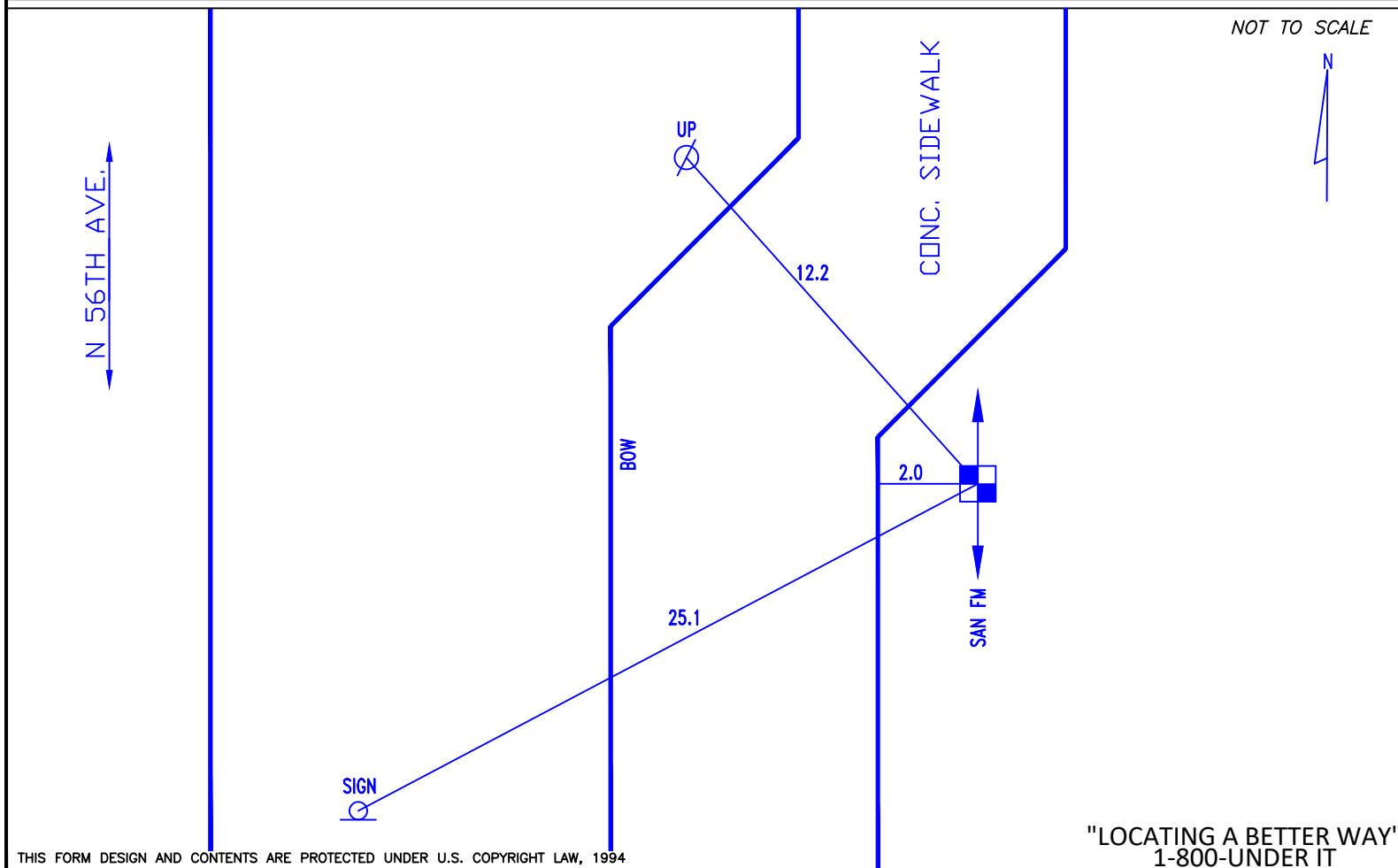
SURVEY PIN LOCATED BY: **OTHERS**

SURVEY INFO.: **ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET).**

NORTH	EAST	ELEV.
622140.89	918648.37	5.16

HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT.

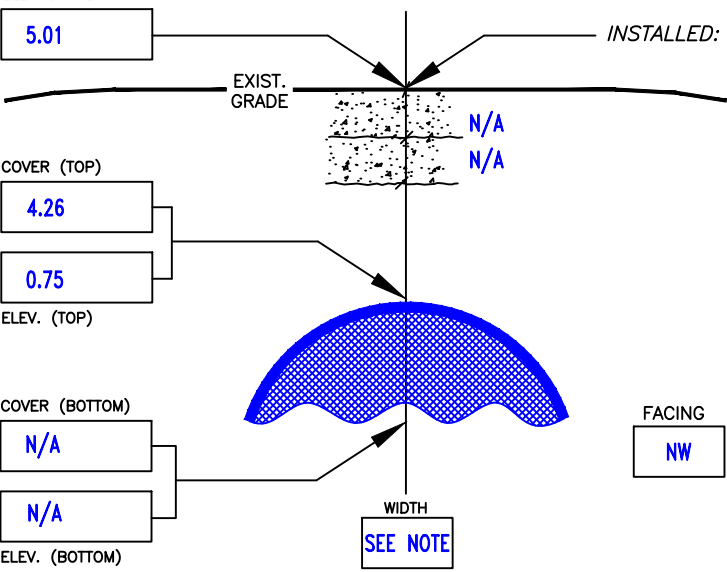
NOTES: **UNABLE TO VERIFY SIZE DUE TO SOIL INSTABILITY.**



PROJECT NAME: HOLLYWOOD - N 56TH AVE PRIVACY WALL - TEST HOLES LOCATE REQUESTED BY: KIMLEY HORN UTILITY REQUESTED: 24" SANITARY FORCE MAIN UTILITY FOUND: SANITARY FORCE MAIN MATERIAL AS FOUND: CAST IRON SIZE AS FOUND: SEE NOTE	CLIENT JOB# N/A WORK ORDER # N/A PROJECT LOCATION: HOLLYWOOD, FL SHEET #: N/A OF N/A PROPOSED: UTILITY WORK FORM BY: DL ASSISTED BY: JA # OF HOLES: 1 PAVING CONDITION: N/A DATE DUG: 7/30/25 SOIL CONDITIONS: HARD SOFT MOIST DRY SAND ROCKY UTILITY CONDITION: FAIR
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ELEV SURVEY PIN

5.01



SURVEY PIN LOCATED BY: **OTHERS**

SURVEY INFO.: **ALL MEASUREMENTS ON THIS FORM ARE IN ENGLISH UNITS (FEET).**

NORTH	EAST	ELEV.
622282.39	918639.31	5.01

HORIZONTAL AND VERTICAL CONTROL PROVIDED BY CLIENT.

NOTES: **UNABLE TO VERIFY SIZE DUE TO SOIL INSTABILITY.**

