



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION**

1621 N. 14th Avenue
Hollywood, Florida 33022
Phone (954) 921-3930 Fax (954) 921-3258

OAK LAKE PARK MONUMENT SIGN

It is the City of Hollywood's intent to have one (1) new Oak Lake Park monument sign installed at the entrance to Oak Lake Park located at 3190 N. 56th Avenue.

SAMPLE CERTIFICATE OF INSURANCE

BID PACKAGE

SIGN LOCATION MAPS – DETAILS

SUPPLEMENTARY CONDITIONS

THIS PACKAGE CONTAINS:

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

PROPOSAL, INCLUDING BID FORM

INFORMATION REQUIRED OF BIDDERS

SUBMIT THIS COMPLETE PACKAGE WITH YOUR BID IN DUPLICATE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Bids must be submitted on the attached Proposal, which shall be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Where unit prices and extended totals are required, unit prices take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If the Bid is made by an individual, he must sign his name therein and state his address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership. Bids by corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

2. RECEIPT AND OPENING OF BIDS:

The Proposal as assembled herein, must be delivered in a sealed, opaque envelope, addressed to the Department of Public Utilities – Engineering & Construction Services located at 2717 Van Buren Street, Hollywood, Florida, by the time called for in the Notice to Bidders and shall be properly identified on the face thereof.

Proposals will be publicly opened and immediately read aloud at the time and place designated in the Notice to Bidders. No Proposal will be considered which is not based upon these Drawings and Specifications, or which contains any letter or written memorandum qualifying the same, or which is not properly made out and signed in writing by the Bidder.

3. CONTRACT DOCUMENTS:

The Contract Documents give the location and description of the work to be done under this Contract and estimated quantities of each item of work for which Bids are invited, the time in which the work must be completed, the amount of the Bid Guaranty, if any, and the date, time and place of the receipt and opening of the Bids.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

The bidder is required to carefully examine the site of the work and the contract documents for the work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the Contract Documents, laws, ordinances, codes and any other factors which may affect the performance of the work. Failure to be so informed will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provision of the Contract Documents and to complete the contemplated work for the consideration set forth in his Bid.

5. DIMENSIONS, QUANTITIES AND SUBSURFACE INFORMATION:

Dimensions, quantities and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against City if the actual amounts, conditions or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

6. ADDENDA - CHANGES WHILE BIDDING:

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the Plans or Specifications which shall be included in the work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to the Project Manager for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum and a copy of such addendum will be mailed or delivered to each prospective Bidder who has received a set of documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

7. BID GUARANTY:

NOT REQUIRED FOR THIS PROJECT.

8. QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:

The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered as sufficient justification to disqualify a Bidder and reject his Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process of receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.
- F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
- G. Uncompleted work for which the Bidder is committed by Contract, which in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the City, or any taxes, licenses or other monies due the City; in litigation with the City or having defaulted on a previous contract with the City.

9. LIFE AND WITHDRAWAL OF BID:

All bids shall remain open for 60 days after the day of the Bid opening, however, the Engineer may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

10. REJECTION OF IRREGULAR BIDS:

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

11. BIDDING ERRORS:

If after the opening of bids, a Bidder claims an error and requests to be relieved of the Award, or the Engineer believes that an error may have been made then, the Bidder shall present his certified work sheets and supplier quotations to the Engineer for verification. This information shall be presented on the same day as the bid opening or if the opening is in the afternoon then on the following business

day. When the Engineer has suspected an error and requires the documents, failure to produce them within the time specified shall make the Bidder non-responsive and thereby disqualified. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be readvertised or it may be performed by the City forces, as the Commission desires.

If after review, the Engineer is convinced that an honest, allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility and his Bid Guaranty shall be returned. If the Engineer is not convinced that an honest, allowable error has been made, the Bid Guaranty shall be held by the City for damages incurred.

Should the actual damages be less than the Bid Guaranty, any excess amount will be returned to the Bidder. If actual damages are greater than the Bid Guaranty, the City shall have the right to proceed against the defaulting Bidder for the additional damages. Award may be made as stated above.

12. AWARD OF CONTRACT:

The City Commission reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to readvertise for all or any part of the work contemplated. If Bids are found to be acceptable by the City Commission, written notice of award will be given to the lowest responsive, responsible Bidder.

13. PREFERENCES FOR LOCAL BIDDERS:

Effective June 1, 1992, the City Commission adopted a local preference ordinance:

A. For the purposes of this ordinance:
"Local Business" shall mean a vendor whose principal business location is within Hollywood, Florida. The vendor shall have the burden of demonstrating that Hollywood is its principal business location.

"Principal Business Location" shall mean a significant sales or service center of the vendor from which it radiates out to constituent parts of its business or the office from which its officers or principals direct, control and coordinate the significant activities of the business in furtherance of the corporate or firm objective.

B. Except where federal, state or county law mandates to the contrary, the City, pursuant to its purchasing authority shall grant a preference in the amount of two (2) percent of the bid or proposal price of a local business in excess of \$100,000, and shall grant a preference in the amount of five (5) percent of the bid or proposal price of a local business not in excess of \$100,000. Such preference shall apply to bids or proposals for goods, services or the construction of public works.

- C. Except where federal, state or county law mandates to the contrary, the City, pursuant to its purchasing authority shall, where point totals are assigned for evaluation of letters of interest, proposals and other submissions received from vendors, grant a preference equal to the numerical equivalent of two (2) points using a base scale of 100 total points.
- D. The preferences established shall not prohibit the right of the Hollywood City Commission to select, where applicable, a bid or proposal where the goods or services or construction materials are of a higher quality than those of a local business bidder or where the character, qualifications or fitness of a bidder or proposer are of higher quality than those of a local business bidder.
- E. Should any local governmental entity (municipal and county) in Dade, Broward or Palm Beach counties extend preferences by their local laws similar to those set forth herein to vendors whose principal business location is within the City of Hollywood, then the preferences set forth herein shall also be extended and made available to vendors whose principal business location is within the geographical boundary of such local governmental entity.

14. LOCAL MINORITY BUSINESS ENTERPRISE AND LOCAL SMALL BUSINESS ENTERPRISE PROGRAM:

NOT REQUIRED FOR THIS PROJECT.

15. EXECUTION OF CONTRACT:

The Bidder to whom the Contract is awarded shall, within ten (10) days of the date of award, execute and deliver two copies of the following to the Engineer:

- A. Evidence of required Insurance
- B. Proof of valid City of Hollywood Building Department Registration for the Contractor and all Sub-Contractors.

The above documents must be furnished, executed and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

16. FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:

NOT REQUIRED FOR THIS PROJECT.

17. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:

NOT REQUIRED FOR THIS PROJECT.

18. INSURANCE:

Evidence of insurance must comply with the provisions of Paragraph 13.4 of the General Conditions.

19. BUILDING DEPARTMENT REGISTRATION:

The awardee and all Sub-Contractors, in order to obtain any required City of Hollywood permit, must register with the City of Hollywood Building Department. Registration must be current and in effect prior to the execution of the contract by the City of Hollywood. Registration can be obtained upon presentation of

- A. Proof of valid insurance with the City of Hollywood named as the Certificate Holder to receive notification upon insurance expiration or cancellation;
- B. An Occupational License from within the State of Florida, and
- C. Either a Broward County Central Examining Board Card (with State of Florida Registration) or State of Florida Certification.

20. BUILDING PERMITS:

The CONTRACTOR and Sub-Contractors must obtain the standard Building Department Permits as may be required by the City of Hollywood Building Department for any work covered under this Contract. The City of Hollywood shall pay all City of Hollywood permit fees including any Federal, State, and County surcharges applicable at the time that the permit is issued. The Contractor or Sub-Contractors shall be responsible for obtaining all inspections required under Section 305 of the latest Broward edition of the South Florida Building Code.

The Contractor shall obtain all other required permits and licenses as specified in Section 1.6 of the Supplementary Conditions. Payment for all applicable permit and license fees shall be made in accordance with Section 1.6 of the Supplementary Conditions.

21. PUBLIC ENTITY CRIMES FORM:

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED _____

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda and Drawings, Local Minority Business Enterprise and Local Small Business Enterprise Program (Exhibits A through D) and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Local Minority Business Enterprise and Local Small Business Enterprise Program (Exhibits A through D), Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to complete all Contract Work with the time specified in the Bid Form, as may be modified by Article 14, Instructions to Bidders, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom.

The BIDDER acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

WHEN THE BIDDER IS AN INDIVIDUAL:

(Signature of Individual)

(Printed Name of Individual)

(Address)

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

(Name of Firm)

(Address)

(Signature of Individual) (SEAL)

(Printed Name of Individual)

WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

(Address)

By: _____ (SEAL)
(Partner)

(Printed Name of Partner)

Name and Address of all Partners:

WHEN THE BIDDER IS A JOINT VENTURE:

(Correct Name of Corporation)

(Address)

By: _____(SEAL)

(Printed Name & Official Title)

Organized under the laws of the State of _____, and authorized by law to make this bid and perform all work and furnish materials and equipment required under the Contract Documents.

WHEN THE BIDDER IS A CORPORATION:

(Correct Name of Corporation)

(Address of Corporation)

By: _____(SEAL)

(Printed Name & Official Title)

Organized under the laws of the State of _____, and authorized by law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY
RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)

RESOLVED that

_____ of _____
(Person Authorized to Sign) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

The foregoing is a true and correct copy of the Resolution adopted by _____ at a meeting of its Board of _____
(Name of Corporation)

Directors held on the _____ day of _____, 20____.

By: _____ (SEAL)

(Printed Name & Official Title)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES**

PROPOSAL BID FORM

Project No.: F-05-039

Project Name: OAK LAKE PARK
MONUMENT SIGN

Account No.:

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract **within 30 days**. **UNIT PRICE PREVAILS OVER TOTAL PRICE.** All entries on this form must be typed or written in block form in ink. Quantities provided are for information purposes.

BASE BID:

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Mobilization, General Conditions, Insurance, etc.	1	LS	_____	_____
2.	Provide and install one(1) Oak Lake Monument Sign.	1	EA	_____	_____

BASE BID TOTAL: \$ _____

Company Name:

Signature:

Date:

**THE USE OF ADHESIVES WILL NOT BE ALLOWED UNDER ANY CIRCUMSTANCES
FOR THE LASER CUT ALUMINUM LETTERS.
ALL APPLICATIONS WILL BE REQUIRED TO BE INSTALLED AS PER THE PLANS
AND DETAILS CONTAINED WITHIN.**

INFORMATION REQUIRED OF BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: _____

2. Contractor's Telephone Number: _____

3. Qualifier's Name: _____

4. Contractor's Primary Classification: _____

State Registration Number (attach copy, if applicable): _____

Contractor's Certification/Competency Number (attach copy): _____

Issuing Agency: _____

Occupational License Number (attach copy): _____

Issuing Agency: _____

5. Number of years as a Contractor in construction work of the type involved in this Contract: _____

6. List the names and titles of all officers of Contractor's firm:

7. Name of person who inspected site or proposed work for your firm:

Name: _____

Date of Inspection: _____

NOTE: If requested by the City, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUB-CONTRACTORS

The Bidder SHALL list below the name, address, and phone number of each Sub-Contractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

<u>Work to be Performed</u>	<u>Sub-Contractor's Name/Address</u>	<u>Telephone #</u>
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____
5. _____ _____	_____	_____
6. _____ _____	_____	_____
7. _____ _____	_____	_____
8. _____ _____	_____	_____
9. _____ _____	_____	_____
10. _____ _____	_____	_____

NOTE: Attach additional sheets if required.

REFERENCES

INFORMATION REQUIRED OF BIDDERS

Contractor's Name: _____ **Phone Number:** _____

Contractor's Address: _____

Please list all of the projects you have completed in the last three (3) years, by using the following table.

Project Name or Description:	Location/Address:	Completion Date	Contract Amount	Contact Person Name & Phone Number:
1.				
2.				
3.				
4.				
5.				
6.				
7.				

8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

You may attach additional sheets as necessary



**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES**

SUPPLEMENTARY CONDITIONS

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**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES**

SUPPLEMENTARY CONDITIONS

PART – 1 - GENERAL

1.01 SCOPE OF WORK

- A. The intent of these specifications, together with the plans and all other contract documents, is to have one (1) new Oak Lake Park Monument installed at the entrance to Oak Lake Park located at 3190 N. 56th Avenue
- B. All labor, materials, equipment and service necessary to complete the work as shown on the plans and as specified herein shall be provided by the Contractor. The Contractor is advised to visit the job sites to familiarize himself with the existing conditions and/or any difficulties which may arise.
- C. Questions prior to bid opening shall be directed to Bob Wertz, Senior Project Manager (954) 921-3992, Department of Public Utilities – Engineering & Construction Services.

1.02 TIME AND WORK RESTRAINTS

- A. Contractor's Use of Premises: During construction, contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

Contractor to coordinate Work Plan and hours of operations with Owner and must obtain Owner's approval prior to commencing Work.
- B. The estimated project schedule is provided below for informational purposes only:

Notice to Bidders:	Monday, August 30, 2010
Bid Opening:	Monday, September 20, 2010
Contractual Completion:	Wednesday, October 20, 2010

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

The CONTRACTOR shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the CONTRACTOR. 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. The insurance required by Article 13 of the General Conditions shall be as follows:

A. Comprehensive 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:

1. Premises Operations
2. Products and Completed Operations
3. Blanket Contractual Liability
4. Personal Injury Liability
5. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000.00 Combined Single Limit (CSL)

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

\$250,000.00 per Person
\$500,000.00 per Occurrence
\$ 50,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the CITY. The CITY of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

B. Comprehensive Automobile Liability:

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:

\$300,000.00 Combined Single Limit (CSL)

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

\$100,000.00 per Person
\$300,000.00 per Occurrence
\$ 50,000.00 Property Damage

The CITY of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

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:

\$100,000.00 Bodily Injury by Accident
\$500,000.00 Bodily Injury by Disease, policy limits
\$100,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

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

If the CONTRACTOR has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor the CONTRACTOR's status. The CONTRACTOR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONTRACTOR's Excess Insurance Program.

If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the CITY.

D. Builder's Risk Insurance Requirements:

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 effecting 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.

E. No Subcontractor shall commence work until a similar such insurance has been obtained and approved by the CITY.

1.04 REFERENCED STANDARDS

The following standards may be referenced in the specifications and/or on the drawings for this project. It is the responsibility of the CONTRACTOR to verify in the documents exactly which standards are applicable to this Project.

A.	1.	AASHTO	6.	BCTED	11.	OSHA
	2.	ANSI	7.	FDOT	12.	SFBC
	3.	ASCE	8.	NEC	13.	UL
	4.	ASTM	9.	NEMA		
	5.	AWPA	10.	NFPA		

1.05 REQUIRED SHOP DRAWINGS OR SAMPLES

1. Tile Sample
2. Letter Sample
3. Paint Colors

1.06 REQUIRED PERMITS AND NOTIFICATIONS

- A. The CONTRACTOR shall comply with all state, county and local laws, regulations and ordinances applicable to this work, including all permit provisions and required testing.
- B. The CONTRACTOR and Subcontractors must obtain the standard Building Department Permits as may be required by the City of Hollywood Building Department for any work covered under this Contract. The CONTRACTOR or Subcontractors shall be responsible for obtaining all inspections required under Section 305 of the latest Broward Edition of the South Florida Building Code.
- C. The City of Hollywood will pay all permit fees including any Federal, State and County surcharges applicable at the time that the permit is issued. In instances where the City of Hollywood has obtained permits from Broward County Traffic Engineering Division (BCTED), Broward County Department of Planning & Environmental Protection (DPEP) and/or South Florida Water Management District (SFWMD) the CONTRACTOR shall comply with permit conditions.
- D. The CONTRACTOR is required to notify all utility companies and call Sunshine at 1-800-432-4770, a minimum of forty-eight (48) hours prior to any excavation for location of existing underground facilities.
- E. The CONTRACTOR is required to notify the Police Traffic Sergeant at 967-4572 when the normal flow of traffic on any street will be disrupted in any manner.
- F. CONTRACTOR is required to notify the Public Works Department at (954) 967-4526 (Jose Vazquez) for location of all electrical facilities on City properties.

1.07 TEMPORARY UTILITIES AND FACILITIES

- A. The City shall provide all electricity, water, sanitary facilities and utilities necessary for construction purposes.

1.08 LINES AND GRADES

Not used in this project.

1.09 LIQUIDATED DAMAGES

- A. In as much as the actual damages sustained by the CITY as a result of the CONTRACTOR's failure to timely complete his obligations under the contract cannot be readily ascertained, the CONTRACTOR shall apply to the CITY, as damages for non-completion of the work within the time stipulated for its completion, according to the following tables, which sums are hereby agreed

upon, fixed and determined by the parties hereto as liquidated damages that the CITY will suffer by reason of such default and shall not be considered a penalty.

Liquidated Damages: For each calendar day of delay that the project is unavailable for Beneficial Occupancy:

Projects up to	\$99,999	\$200.00 per calendar day
Projects from	\$100,000 to \$299,999	\$300.00 per calendar day
Projects from	\$300,000 to \$599,999	\$400.00 per calendar day
Projects from	\$600,000 to \$999,999	\$500.00 per calendar day
Projects from	\$1,000,000	\$600.00 per calendar day

For each consecutive calendar day that the correction for all items on the punchlist remain incomplete after the date established for Final Completion, the Contractor and his sureties shall be liable for and shall pay to the Owner stipulated as fixed, agreed and additional liquidated damages in accordance with the following schedule.

Projects up to	\$99,999	\$100.00 per calendar day
Projects from	\$100,000 to \$299,999	\$150.00 per calendar day
Projects from	\$300,000 to \$599,999	\$200.00 per calendar day
Projects from	\$600,000 to \$999,999	\$250.00 per calendar day
Projects from	\$1,000,000	\$300.00 per calendar day

- B. The CITY is hereby authorized to deduct the sum described in Section 1.09 A. from the monies which may be due or become due to the CONTRACTOR for the work under this contract.
- C. Correction of work not complying with plans or specifications shall not be considered as grounds for a time extension

1.10 PROJECT CLOSEOUT

- A. The CONTRACTOR, prior to requesting final payment shall obtain and submit the following items to the PROJECT MANAGER:
 - 1. Written Guarantees
 - 2. Release from all parties who are entitled to claims again the subject project, property or improvement, pursuant to the provisions of law.
 - 3. Copies of all reports, certifications, etc, required under this contract.
- B. The CONTRACTOR shall comply with the maintenance and guarantee requirements obtained in Article 19 of the General Conditions.
- C. The Contractor shall make all repairs and replacements promptly upon the receipt of a written order from the CITY. If the CONTRACTOR fails to make such repairs or replacements promptly, the CITY reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.

1.11 PROGRESS SCHEDULE

Not used in this project.

1.12 SCHEDULE OF VALUES

Not used in this project.

1.13 PROJECT AREA SAFETY

- A. The CONTRACTOR shall give special attention to the protection and welfare of the Public and City of Hollywood personnel who will be maintaining the building and surrounding areas. Any hazardous areas shall be adequately marked and barricaded.

1.14 PREVAILING RATE OF WAGES AND FRINGE BENEFITS

Not used in this project.

1.15 BASIS FOR PAYMENT/QUANTITIES IN THE PROPOSAL:

- A. Quantities listed in the proposal are approximate and subject to variance. Such quantities are to be used by the OWNER for comparison only. Payment for items with unit prices shall be for the measured amount of such items incorporated by the CONTRACTOR in the completed work and accepted by the PROJECT MANAGER.
- B. The bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with actual quantities. It is understood that the quantities may be increased or decreased in accordance with provisions of the General Conditions.

1.16 PROJECT COORDINATION:

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

1.17 PRE-CONSTRUCTION PHOTOGRAPHIC RECORD:

Not used in this project.

1.18 SITE CONDITIONS AND SUBSURFACE INVESTIGATION:

Not used in this project.

1.19 CONTRACTORS RESPONSIBILITY FOR MATERIAL AND STORAGE:

- A. The CONTRACTOR shall be responsible for all materials furnished by him. All such material which is defective in manufacture or has been damaged in transit or has been damaged after delivery shall be replaced by the CONTRACTOR at his expense.
- B. The CONTRACTOR shall be responsible for the safe storage of material furnished to or by him, and accepted by him, until it has been incorporated in the completed project.

1.20 DUST CONTROL:

- A. CONTRACTOR shall provide to the PROJECT MANAGER for approval, a method of controlling and preventing the spread of dust to occupied premises and vehicles parked along the work area.
- B. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed immediately by the CONTRACTOR and the streets cleaned to the satisfaction of the ENGINEER. The walks, roadways, temporary pavement, etc. shall be swept clean at the end of each day.

1.21 GUARANTEES:

- A. Written guarantees shown below shall be provided to the CITY. The guarantee period shall begin the day the project is accepted as complete by the PROJECT MANAGER. Final payment will not be released until all the guarantees have been received in writing, properly signed and executed.

1. CONTRACTOR'S GUARANTEE:

- a. The CONTRACTOR shall furnish a written one (1) year guarantee on all labor and materials furnished by him except stated otherwise. No costs will be borne by the CITY for correcting defective workmanship or materials.

1.22 SUBSTITUTIONS - GENERAL:

- A. After the execution of the Contract, requests made by the CONTRACTOR for substitution of equipment and/or material of makes and/or types other than those specified in the Contract will be considered for two reasons only:

1. That the equipment and/or material proposed for substitution is **superior** in construction and/or efficiency to that specified in the Contract.
2. That the equipment and/or material proposed for substitution is **equal** in construction and/or efficiency to that specified in the Contract.

In either case, it will be assumed that the cost to the CONTRACTOR of the equipment and/or material proposed to be substituted is less than the equipment and/or material specified in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

1.23 MAINTENANCE OF TRAFFIC:

Not Used in this project.

1.24 WORK HOURS AND OVERTIME WORK:

- A. City noise ordinances prohibit any work prior to 7:00 a.m. and after 6:00 p.m., Monday through Friday. Work is allowed 8:00 a.m. to 6:00 p.m. on Saturdays. No work is allowed on Sundays.
- B. CONTRACTOR shall provide weekly progress schedule indicating working hours, and days subject to PROJECT MANAGER'S approval.
- C. CONTRACTOR shall be responsible for reimbursement of inspector's wages when inspection is required for over 40 hours per week, at a rate of \$50.00 per hour.
- D. Overtime inspection fees will not be deducted from moneys due the CONTRACTOR. Payment covering all overtime reimbursements must accompany monthly pay request.

1.25 HURRICANE PREPAREDNESS:

- A. As the schedule for this project may coincide, in part, with the recognized South Florida hurricane season, the CONTRACTOR's attention is drawn to the possibility of hurricane conditions, or severe storm conditions, occurring at the site during the course of Contract work.
- B. When applicable, the CONTRACTOR shall submit to the PROJECT MANAGER 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 hurricane warning.

- C. In the event of inclement weather, or whenever the PROJECT MANAGER shall direct, the CONTRACTOR shall, and will cause sub-Contractors to protect carefully the work and materials against damage or injury by reasons of failure on the part of the CONTRACTOR or any Sub-Contractor to so protect the work. Such work and materials so damaged shall be removed and replaced at the expense of the CONTRACTOR.

Hurricane Watch: Upon designation of a hurricane watch, CONTRACTORS shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. The CONTRACTOR shall also cooperate with City Personnel in protecting other structures at the site.

Hurricane Warning: No mobile “temporary facility” under the control of the City of Hollywood, or on City property shall be staffed during a hurricane warning. CONTRACTOR facilities meeting these criteria shall comply.

- B. The CONTRACTOR is advised to take all necessary precautions to protect his equipment by moving it to higher ground if in an area subject to flooding. Known areas of Hollywood that would be subject to flooding from storm tides include:

Hollywood Blvd.	North Lake Area	South Lake Area
A1A	Sheridan Street	Dania Beach Blvd.
US Highway 1	46 th Avenue	Hallandale Bch Blvd.

END OF SECTION