

INVITATION TO BID (ITB)



21-05-406

KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT

Publish Date:

May 24, 2021

All Questions Due:

June 15, 2021 by 12:00 PM

Non-Mandatory Pre-Bid Conference:

June 9, 2021 at 10:00 AM

Bid Due and Bid Opening Date:

June 24, 2021 at 3:00 PM

Where to Deliver Bid

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/>

City of North Lauderdale, Florida
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900

For

Public Services Department

BROWARD COUNTY MAP (SURTAX) PROJECT

Advertisement Date: May 23, 2021

Bid documents and Addenda are available on the City of North Lauderdale website at www.nlauderdale.org
and DemandStar at www.demandstar.com

ITB NUMBER:	21-05-406
ITB TITLE:	KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT
DATE PUBLISHED IN SUN-SENTINEL	Sunday, May 23, 2021
RELEASE DATES/TIME:	Monday, May 24, 2021 by 12:00 PM EST
PRE-REGISTRATION REQUIRED FOR PRE-BID MEETING	All Contractors wishing to attend the pre-bid meeting must email the Purchasing and Contracts Manager Andrew Rozwadowski at ARozwadowski@nlauderdale.org no later than 6:00 PM EST, Monday, June 7, 2021, to be added to the list for the pre-bid.
NON-MANDATORY PRE-BID MEETING:	Wednesday, June 9, 2021 at 10:00 AM EST
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	Tuesday, June 15, 2021 by 12:00 PM EST
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	Thursday, June 17, 2021 by Close of Business
ITB REPOSE DUE DATE/TIME:	Thursday, June 24, 2021 at 3:00 PM EST
RECOMMENDATION FOR AWARD:	July 2021 (After reviewing from Broward County)
DIRECT ALL INQUIRIES TO:	Andrew Rozwadowski Purchasing and Contracts Manager Phone: (954) 597-4776 Email: arozwadowski@nlauderdale.org
E-BID ONLY DELIVERY:	DemandStar E-Bidding
BID OPENING LOCATION:	City of North Lauderdale Office of the City Clerk 701 SW 71st Avenue, 2nd Floor North Lauderdale, FL 33068

*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Bidder due to such amendment. Bidders may not rely on dates after Due Date and Time until confirmed by the City.

LOCAL VENDORS: - NOT APPLICABLE FOR SURTAX PROJECTS

The City of North Lauderdale encourages the active participation by local vendors. This procurement will NOT qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of North Lauderdale, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Broward County Florida, the County Business Enterprise (CBE) Program is applicable to this Contract.

In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this Contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this Contract.

The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the City subsequently chooses to award an) alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the City will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.

CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.

Please see Section 4 SPECIAL PROVISIONS, Exhibits D, E, and the Sample Agreement for further details on goal participation requirements.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. It is the intent of the City to award this bid to the lowest responsible and responsive responding firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

Late bids will not be considered. **The DemandStar time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this solicitation.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence 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 or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.



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GENERAL TERMS AND CONDITIONS

SECTION # I

21-05-406

KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this Invitation to Bid or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1.1 QUALIFICATIONS OF BIDDERS

No e-bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their e-bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's ITB response.

If selected for a project, all bidders must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

1.2 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Bid, each Bidder should (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Bidders' observations with the Bid Documents; and (c) notify the Purchasing and Contracts Manager of all conflicts, errors, and discrepancies, if any, in the Bid Documents.

The Bidder, by and through the submission of and, agrees that Bidder shall be held responsible for having familiarized themselves with the nature and extent of the work and any

local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

1.3 NON-COLLUSION

Bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other proposer, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project.

1.4 LEGAL CONDITIONS

Bidders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.



1.5 ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

1.6 EMPLOYEES

Employees of the Responding firm shall always be under its sole direction and not an employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

1.7 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State

Worker's Compensation Act, and the State Unemployment Insurance law.

The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work



place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

1.8 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

1.9 INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

1.10 CONDITIONS OF MATERIALS

All materials and products supplied by the Responding firm in conjunction with this bid shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Responding firm at no cost to the City. Successful Responding firm shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

1.11 COPYRIGHTS OR PATENT RIGHTS

The Responding firm warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered because of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

1.12 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding firm of supplying such product(s) or service as specified.

1.13 VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

1.14 TAX EXEMPTION

All bids must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption. The City of North Lauderdale is exempt from all Federal, State, and local taxes.



1.15 TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance-based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

1.16 PERFORMANCE

Failure on the part of the submitting firm to comply with the conditions, terms, specifications, and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Responding firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

1.17 INSURANCE

Contractor shall obtain at Contractor's expense all necessary insurance in such form

and amount as outlined in the Special Conditions before beginning work under this RFP and Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide a certificate the within the solicitation submission all certificates of insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and hold the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

The City reserves the right to require higher limits depending upon the scope of work under this Solicitation and Agreement that may be outlined below.

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

1.18 COPIES OF SPECIFICATIONS

– After award, copies of the specifications, details, and Contract will be on file in the City Clerk's Office of the City of North Lauderdale.

1.19 DEBARMENT AND SUSPENSION

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract;

Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving



stolen property, or any other offense indicating a lack of business integrity or business honesty;

Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

Debarment or suspension of the person or entity by any federal, state, or other governmental entity;

False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

1.20 CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

1.21 MEASUREMENT AND PAYMENT

Payment will be made monthly for all completed work, inspected, and properly

invoiced in accordance with the Prompt Payment Act of Florida.

1.22 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.

1.23 GRANT FUNDED PROJECTS

The City of North Lauderdale may use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of North Lauderdale) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires the City of North Lauderdale take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of North Lauderdale) to take the following necessary affirmative steps in its procurement process:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small



Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

1.24 SCRUTINIZED COMPANIES - 287.135 AND 215.473

By submission of this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid 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

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

Is engaged in business operations in Syria

1.25 E-VERIFY

By submission of this bid, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in

exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including sub vendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under



this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

1.26 PUBLIC RECORDS/CUSTODIAN

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida’s Public Records Law. Specifically, CONTRACTOR shall:

Keep and maintain public records required by the CITY in order to perform the service;

Upon request from the CITY, 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 no cost to the CITY.

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 Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR 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.

During the term of this Agreement and any renewals, CONTRACTOR shall maintain all

books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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

701 SOUTHWEST 71ST AVENUE

NORTH LAUDERDALE, FL 33068

(954) 724-7056

CITYCLERK@NLAUDERDALE.ORG

INSTRUCTIONS TO BIDDERS

SECTION # II

21-05-406

KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT

It is the intent of the City to award this bid to the lowest responsible and responsive responding firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

2.1 CONE OF SILENCE

"Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Commission, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 PRE-BID MEETING

The City may hold a pre-bid conference for this project. The date and time regarding the pre-bid meeting will be noted on page #2 of this Invitation to Bid.

Pre-registration required: All Contractors wishing to attend the pre-bid meeting must email Purchasing and Contracts Manager Andrew Rozwadowski at ARozwadowski@nlauderdale.org no later than 6:00 PM EST, Thursday, April 8, 2021, to be provided a link to the pre-bid meeting.

Public access to view the virtual meeting via live stream can be accomplished as follows:

https://www.nlauderdale.org/quick_links/meetings_and_minutes/2020_meetings.php

2.3 SUBMISSION OF THE BID

The Responding firm is directed to submit all bids online at the webpage: [NORTH LAUDERDALE](#) no later than the date and time specified on the 2nd page of this solicitation document. Bids will not be considered and cannot be entered online after the above-referenced closing date. The City will not be responsible for a late bid due to the vendor's inability to respond and upload their bid response in a timely manner.



It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document. All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City.

The Responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2.4 PERSONAL INVESTIGATION

Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract. The contractor is required to conduct a full and thorough investigation of the premises prior to submitting a bid. It is the Contractor's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project. If the pre-bid meeting is deemed mandatory and a bidder does not attend the mandatory pre-bid meeting, the bid will not be considered.

2.5 INCONSISTENCIES

Any seeming inconsistency between different provisions of the plans, specifications, Invitation to Bid or agreement, or any point requiring explanation must be inquired into by the proposer, in writing to the Purchasing Division, at least five (5) days prior to the time set for the opening bids but no later than the date specified in this Invitation to Bid for acceptance of questions. After bids are opened, the bidders shall abide by the decision of the City as to such interpretation.

2.6 QUESTIONS REGARDING INVITATION TO BID

It is the Contractor's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the contact person listed and date listed on Page #2. All questions and/or request for clarification will be reviewed by the City, and answered in the form of an addendum, which will be released through DemandStar and the City's website. Acknowledgement of Addenda is required. Any addenda or answers to written questions supplied by the City to participating firms become part of this solicitation and the resulting Contract. Failure to complete the "Addenda Acknowledgement" form herein may result in your bid submission being deemed non-responsive.

2.7 ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Bidder. Prospective Bidders must request from the Purchasing Division such interpretation in writing. To be considered, such request must be received at least five (5) days prior to the date fixed for the opening of the Invitation to Bid but no later than the date specified in this Invitation to Bid for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by electronic mail and posted on the City website and DemandStar.com not later than (3) days prior to the date fixed



for the opening of solicitations. Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda and completed the "Addendum Acknowledgment Form" before submitting Bid.

2.8 FORM OF BIDS

Each e-bid and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all of the blanks completed. Incomplete forms will be deemed as non-responsive. All forms must be submitted on the DemandStar E-Bidding submission system. The e-bid submission must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the e-bid submission.

2.9 COMPLETION OF BID DOCUMENTS

All prices must be written on the specific form(s) provided in this Invitation to Bid. All submissions must fully cover all items for which are requested in this Invitation to Bid and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the Bidder shall state that the submission is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the solicitation.

2.10 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

2.11 NON-COLLUSIVE AFFIDAVIT

A Bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other Bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work. The Bidder certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project. Each Bidder shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the bid.

2.12 CAUSES FOR REJECTION

No bid will be canvassed, considered, or accepted which, in the opinion of the City is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the bid informal.



2.13 REJECTION OF BIDS

The City reserves the right to reject any bid if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected if there is reason to believe that collusion exists among proposers. A bid shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids; to waive such technical errors; to waive informalities or irregularities in any bid received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.

2.14 WITHDRAWALS

Any Firm may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After the expiration of the period for receiving bids, no bid can be withdrawn, modified, or explained.

2.15 REQUIREMENTS FOR BID SUBMITTAL

To facilitate the completeness of responses to this ITB, Responders are required to prepare their bid in accordance with the instructions outlined in this Section. Responders must respond in full to all ITB sections and follow the indicated ITB format (section numbering, and similar matters) in their bid. Failure to follow these instructions may result in rejection of the bid.

TAB A: FIRM QUALIFICATIONS

1. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business, number of employees, and attach evidence of licenses and certification to perform the required services.
2. Provide the location of the office from which this work will be performed.
3. Outline the firm's experience with the specific work being requested by City. The firm should provide at least three (3) verifiable examples of similar size and scope projects they have completed, including the client's name, client contact information, description of project, project value, and date project completed.
4. Provide names and experience of sub-contractors to be used by the firm (include names, contact information, and services the individuals will provide to the City)

TAB B: FORMS

The responder shall attach all fully completed and executed ITB Forms for Submittal as identified in the BID SUBMITTAL CHECKLIST of this solicitation, including all CBE program requirement information. Bidder should include any other attachments that may have been referenced in the solicitation.



2.16 ELECTRONIC SUBMISSIONS

Bidders will submit one (1) complete bid package electronically through DemandStar. Each alternative or substitute bid must be submitted separately with a complete bid package. Submit the Bid with all of the required documents before the Bid due date and time outlined on page #2 of this solicitation. Bid packages that are mailed, emailed, or faxed to North Lauderdale City Hall will not be accepted. The Bid must be submitted by e-bid on DemandStar.com. Bidder should allow ample time to set up your necessary account. The bid is under Broward County and the agency name is City of North Lauderdale. Bidders shall prepare documents in Adobe Acrobat (*.PDF) format.

Submissions will not be accepted, after the bid's due date and time listed on page #2 has expired. If you need assistance with DemandStar, please call (206) 940-0305 or email support@demandstar.com. The City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this solicitation. Although methods and means are always the responsibility of a contractor, bidders shall describe their techniques, equipment and sequencing of their operations with their bids. Experience of providing similar services will be used in the evaluation of bids by the City. Failure to submit the requested information may be cause for rejection of your bid.

2.17 BID SECURITY BOND SUBMITTAL

The bid security bond must be original with the company's embossed seals. This document must be enclosed in a sealed envelope when submitted to:

City Hall – Purchasing Division
2nd Floor
City of North Lauderdale, Florida.

Any other submittal documents included with the bid bond document(s) will not be accepted.

The name of the bidder and the bid number must clearly show on the outside of the sealed envelope and a statement as to its contents. The Purchasing Division must receive these documents by the bid due date and time listed on page #2 of this solicitation. The City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this solicitation.

2.18 CONTRACT/AGREEMENT

The Contractor to whom award is made shall execute a written contract to provide the service and maintain the same in good repair until final acceptance by the proper authorities within ten (10) days after receiving such Contract for execution. If the Contractor to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the Contract let to the next lowest Bidder who is reliable and responsible in the opinion of the City. Such Bidder shall fulfill every stipulation as if it were the original party to whom award was made. The Contract shall provide that the Contractor agrees to correct any defective or faulty work or material which may appear within one (1) year after completion of the work and receipt of the final payment.

2.19 PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Division with attention to the Purchasing and Contracts Manager. The protest shall be submitted in writing within two (2) business



days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in Section 3-15 Bid Protest Procedures of Chapter 3 – PROCUREMENT PROCEDURES

2.20 OTHER GOVERNMENTAL ENTITIES

If a Responding firm is awarded a contract because of this Invitation to Bid, responding firm will, if Responding firm has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Request for Quotation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

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SCOPE OF WORK

SECTION # III

21-05-406

KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT

3.1 SURTAX PROJECT INFORMATION

Broward County Florida, the County Business Enterprise (CBE) Program shall be applicable to this solicitation and the Agreement.

In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this Contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this Contract.

The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the City subsequently chooses to award an) alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the City will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.

CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.

Accordingly, the City of North Lauderdale will require compliance all with the requirements of the Broward County program, which includes a provision that establishes a specific participation goal for small businesses that have been certified by the Broward County Office of Economic and Small Business Development (OESBD) as a Broward County certified County Business Enterprises (CBE). **All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this Contract is forty percent (40%).**

Please see Section 4 SPECIAL PROVISIONS, Exhibits D, E, and the Sample Agreement for further details on goal participation requirements.

3.2 DESCRIPTION OF WORK

The City of North Lauderdale is hereby requesting e-bids from qualified contractors to construct traffic circles, speed tables, and intersection improvements for the Kimberly Boulevard East Roadway and



Sidewalk Project. The scope of work for this project consists of but shall not be limited to the following: mobilization, demolition, site clearing, earthwork, laboratory testing, swale regrading, and sodding, sidewalk removal and construction, driveway removal and construction, pavement, base, & subgrade removal and construction, pavement milling & resurfacing, paver, base, & subgrade construction, right-of-way and median sodding, curb removal and construction, pavement marking and signage, drainage improvements, irrigation systems, and all other construction services as needed to complete modifications for Kimberly Boulevard Roadway and Sidewalk Project.

In completing this work, contractors are expected to comply with all basic material and construction requirements of the City that are set forth in the bid documents, drawings, design plans, details, technical specifications, scope of work, and with all specified notes. Contractors shall also be in compliance with all applicable federal, state, county, and local regulatory requirements including all requirements outlined in the Broward County Municipal Surtax Program.

3.3 SPECIFICATIONS

Please see Exhibits A, B, & C for the technical specifications regarding this project.

- Exhibit A: Plans-Civil Bid Set
- Exhibit B: Plans-Topographic Survey
- Exhibit C: Technical Specifications

3.4 OWNER ENHANCEMENTS

The City may elect to add owner enhancements to this SURTAX project. These enhancements may include, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way. These items shall be funded solely by the City of North Lauderdale with non-surtax funding. Bidder shall price these items accordingly with the entire bid price submittal, but it shall be noted, the County shall have no funding responsibility for any of these costs through the SURTAX program. For this project, the City plans to utilize two (2) items that would be considered owner enhancements. These line items include:

Item #	Description	Quantity/Unit	Total Amount
28	Furnish and Install Concrete Header Curb (1' Wide)	FT	182
30	Furnish and Install Decorative Pavers	SY	1,746

3.5 LICENSES AND MINIMUM REQUIREMENTS

To be eligible for award of this project, the Bidder must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a, plus a minimum of having performed three (3) verifiable projects of similar size and scope

Occupational license must be in effect as required by Florida Statute §205.065.

When the successful Contractor is performing work in other locations outside of Broward County or the State of Florida, Contractor shall be subject to the requirements for all appropriate local jurisdictions.

Contractor shall possess and provide a copy of a current and valid occupational license/business tax receipt issued for the type of services being performed.



3.6 BID GUARANTY

The City requires the following bond guarantees with this project:

- Five percent (5%) Bid Bond
- One-hundred percent (100%) Performance Bond
- One-hundred percent (100%) Payment Bond
- Warranty bond after project completion.

Specific information regarding these bonds can be found within the SPECIAL CONDITIONS below.

3.7 PROJECT TIMELINE

Project substantial completion shall be within **Two Hundred Forty (240)** calendar days from Contractor's receipt of City's Notice to Proceed. Final Completion shall be **Thirty (30)** calendar days from the date of substantial completion totaling **Two Hundred Seventy (270)** calendar days.

3.8 PROJECT BUDGET

There is no specified budget for this project. Bidders should submit their lowest and best pricing.

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SPECIAL PROVISIONS

SECTION # IV

21-05-406

KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT

NOTE: Upon final award of any Agreement as a result of this solicitation, the successful firm or individual receiving the award shall become the Contractor and shall be responsible to comply with the requirements enumerated in these Special Provisions.

4.1 BASIC DEFINITIONS

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.

Agreement – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

Application for Payment – the form acceptable to the Engineer/Project Manager which is used by the Contractor during the course of the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

Change Order – A document that is signed by the Contractor and the City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

City – The City of North Lauderdale, Florida. Also referred to as Owner.

Contract Documents – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any

additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

Contract Times – the number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the Work so that it is ready for final payment as evidenced by the Engineer/Project Managers written recommendation of final payment.

Contractor – the individual or firm who successfully receives the award for work to be completed as defined by this solicitation.

Defective – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

Drawings – The drawings that show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.



Engineer/Project Manager – The City's authorized project representative. The words "Engineer" and "Engineer/Project Manager" are used interchangeably.

End User (EU) – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

FDOT – The State of Florida Department of Transportation

Field Order – A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.

Milestone – A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.

Notice to Proceed (NTP) – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

Project – the total construction for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such construction.

Specifications – Those portions of the Contract Documents consisting of written technical descriptions and requirements of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion – "Substantial Completion" means the finishing or accomplishing of substantial performance of the Work as

proscribed in the Contract Documents. "Substantial Performance" means that there has been no willful departure from the terms of the Contract Documents and the Work has been honestly and faithfully performed in its material and substantial particulars. The term "Final Completion" means the City's acceptance of the job and issuance of final payment.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Unit Price Work – Work to be paid for on the basis of unit prices.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to construction, furnishing labor, testing, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.

Work Change Directive – A written directive to the Contractor issued on or after the effective date of the Agreement and signed by the City and recommended by the Engineer/Project Manager ordering an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

Written Amendment – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work-related aspects of the Contract Documents.

4.2 ENUMERATION OF PRECEDENCE OF BID DOCUMENTS

If any portion of the Bid Documents contained herein appear to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

1. The Sample Agreement



- 2. The Special Conditions**
- 3. Technical Drawings which may be referenced as an Exhibit**
- 4. The Scope of Work / Specifications**
- 5. The Special Provisions**
- 6. The Instructions to Bidders**
- 7. General Terms and Conditions**

As for conflicts between schedules and information provided on Drawings, the schedules shall govern; as for conflicts between figures given on Drawings and the scale measurements, the figures shall govern; as for conflicts between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

4.3 INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

4.4 SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

In addition, upon award of this solicitation, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

- The Engineer/Project Manager's approval of a shop drawing or sample;
- or
- The Engineer/Project Manager's written interpretation or clarification.

4.5 OWNER MAY STOP THE WORK/REFUSE THE PRODUCT

If the work performed by the contractor or product delivered by the contractor is deficient, contrary to the bid documents or Contract, or the Contractor fails to perform work in such a way that the completed work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work or return the product, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.



4.6 CUSTOMER RELATIONS

The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

4.7 LICENSES AND PERMITS

4.7.1 Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances.

4.7.2 The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Bidder's expense.

4.8 LICENSE OF BIDDERS

All Bidders must hold and submit with their bid response (and maintain same throughout the duration of the Contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by the Contract, where applicable.

4.9 LICENSE FOR TRADES

Bidder(s) must be licensed in accordance with the provisions of the Code of Broward County and Florida State Statute (Occupational/Business and Contractor). The Bidder may be required to provide proof of licensing prior to being pre-qualified under the Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.

4.10 WORKMANSHIP AND MATERIALS

All parts installed and materials used in performance of this Contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

4.11 CONTRACTOR'S RESPONSIBILITY

4.11.1 Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

4.11.2 The Contractor shall provide a qualified, English speaking, superintendent present on the site at all times. The superintendent shall be a fully authorized agent of the Contractor and have full authority to make on-site decisions and commitments regarding the Contractors Work.

4.11.3 No work shall be performed between 7:00 PM and 7:00 AM, Monday through Friday. No work will be performed on Saturday unless approved by the City's Project Manager or authorized



- individual. Under no circumstance will work be performed on a Sunday and/or the City's observed Holiday(s). Exceptions to this schedule may only be made with the prior approval of the City in writing. The Contractor shall provide a qualified superintendent present on the site always, as a fully authorized agent of the Contractor, and capable of making on-site decisions.
- 4.11.4 It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security.
 - 4.11.5 The superintendent appointed shall be satisfactory to the City and shall not be changed except with consent of the Engineer/Project Manager.
 - 4.11.6 The Contractor shall assign to the work site at least one (1) supervisor at all time capable of making field decisions, interpreting plans, etc. The Contractor shall also provide suitable personnel who shall be available after work hour emergencies and capable of making appropriate decisions. The Contractor shall supply competent and physically capable employees having the requisite skill and experience to perform the work in a workmanlike manner. The City may require the Contractor to remove any employee working for or under the Contractor that the City deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors and personnel working under the Contractor.
 - 4.11.7 The Contractor shall be aware that the job may be subject to vehicular and pedestrian traffic at all times of the day and night.
 - 4.11.8 Loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor. Any material left on site overnight shall be properly marked and identified in order to ensure public safety.
 - 4.11.9 The Contractor is responsible for familiarizing itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions, verifying all pertinent figures and applicable field measurements, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work. The Contractor is responsible for making or causing to be made any examinations, investigations, tests and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Document.
 - 4.11.10 Before beginning the Work or undertaking each component part of the Work, The Contractor shall carefully study the Contract Documents, Special Conditions, Technical Specification, all pertinent figures and site conditions. The Contractor shall promptly report in writing to the Engineer/Project Manager and the City any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer/Project Manager before proceeding with any Work affected thereby.
 - 4.11.11 Unless otherwise provided in the Contract Documents, the Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.



- 4.11.12 The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 4.11.13 The Contractor shall keep the City and the Engineer/Project Manager informed of the progress and quality of the Work.
- 4.11.14 If requested in writing by the Contractor, the City, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Contract Documents and shall decide (subject to other provisions in the Contract Documents governing claims, disputes and other matters in question) matters relating to performance. Such interpretations and decisions shall be in writing.
- 4.11.15 The Contractor shall correct all Work, which does not conform to the Contract Documents.
- 4.11.16 The Contractor shall warrant to the City that materials and equipment incorporated in the work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 4.11.17 The Contractor shall pay all applicable sales, consumer, use and similar taxes, and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. The Contractor shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist the City in consultations with appropriate governmental authorities and agencies in obtaining all permits and approvals.
- 4.11.18 Without limiting the foregoing, the Contractor shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals for permits, not previously obtained by the owner or its agent, from all governmental authorities which have jurisdiction over all aspects of this Work except City permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.
- 4.11.19 The Contractor shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.
- 4.11.20 The Contractor shall be responsible to the City for acts, errors and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform any portion of the Work, including their agents and employees.
- 4.11.21 The Engineer/Project Manager/Public Works/Utilities Director shall prepare Change Orders for the City's approval and execution in accordance with the Contract Documents. Any work, which is commenced without a Change Order or Work Directive being approved, shall constitute a waiver of any claim of compensation for such work. All Change Orders must be approved in accordance with Sec. 3-10 Change Orders of the Procurement Code
- 4.11.22 Contractor must repair any pavement, concrete, brick pavers, etc., disturbed as a result of any work within the scope of this contract to all applicable codes and City standards.

4.12 CONTRACTOR PERFORMANCE

The Contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.



4.13 FAMILIARITY WITH THE TOTAL SCOPE OF THE PROJECT

- 4.13.1 The Contractor shall be familiar with the total scope of the project prior to commencement of any work. In case of any questions or conflict, they must be brought to the attention of the Engineer/Project Manager prior to any work. If further assistance is needed, the Contractor may contact the Director of the Public Works/Utilities Department. The City shall not be responsible for the Contractor's failure to comply with this requirement.
- 4.13.2 The Contractor shall be responsible for repair and restoration of all utilities or any other items damaged during the Work.
- 4.13.3 By execution of the final Agreement, The Contractor acknowledges that all requirements and conditions necessary to fulfill this Contract have been met. No contract adjustments shall be allowed for concealed site conditions.

4.14 CITY'S RESPONSIBILITIES

Upon final award of this solicitation, the City shall bear the following responsibilities:

- 4.14.1 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work.
- 4.14.2 The City may appoint an on-site Project representative to observe the Work and to have such other responsibilities as the City and the Contractor agree in writing prior to execution of this Agreement.
- 4.14.3 The City shall cooperate with the Contractor in securing building and other permits, licenses and inspections.
- 4.14.4 If the City observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Contract Documents, the City shall give prompt written notice thereof to the Contractor.
- 4.14.5 The City shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 4.14.6 The City shall communicate with subcontractors only through the Contractor.
- 4.14.7 The City shall furnish data required of the City under the Contract Documents promptly.
- 4.14.8 If the Work is defective, or the Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will not conform to the Contract Documents, 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.

4.15 ENGINEER/PROJECT MANAGER'S RESPONSIBILITIES

- 4.15.1 The Engineer/Project Manager or his designee will be the City's representative during the construction period and until final payment is made.
- 4.15.2 The Engineer/Project Manager will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.



The Engineer/Project Manager's efforts will be directed toward providing for the City a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, the Engineer/Project Manager shall keep the City informed of the progress of the Work and shall endeavor to guard the City against defects and deficiencies in the Work.

- 4.15.3 The Engineer/Project Manager will issue technical clarifications and interpretations, with reasonable promptness. Should the Contractor fail to request interpretation of items the Contractor determines to be questionable in the Contract Documents neither the City nor the Engineer/Project Manager would thereafter entertain any excuse for failure to execute the Work in a satisfactory manner based upon such a reason or claim.
- 4.15.4 The Engineer/Project Manager may authorize minor variations in the Work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These shall be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly.
- 4.15.5 The Engineer/Project Manager will have the authority to disapprove or reject Work that the Engineer/Project Manager believes to be defective and will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

4.16 AVAILABILITY OF AREA TO STORE EQUIPMENT AND MATERIAL

City will make every effort to provide suitable areas within or near the project site for staging and storage. The Contractor shall be ultimately responsible for obtaining suitable areas for storage of Contractor's equipment and material. Restoration of all storage areas shall be Contractor's responsibility. The City is not responsible for any damages and/or thefts that may occur at staging/storage sites.

4.17 CLEANUP AND RESTORATION

- 4.17.1 During and after completion of all work, the Contractor shall be responsible on a daily basis, for all cleanup including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or storm water conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.
- 4.17.2 Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor.
- 4.17.3 The Contractor shall be responsible for the proper and legal removal and disposal of all construction debris.
- 4.17.4 Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.
- 4.17.5 The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.



- 4.17.6 The project site shall be maintained in a neat and clean manner, and upon final cleanup, the project site shall be left clear of all surplus material and debris. Paved areas shall be swept clean.
- 4.17.7 If the Contractor fails to properly maintain the site or perform required clean-ups and debris removal the City shall place the Contractor on written notice to perform required clean up. Contractor shall perform required clean up within twenty-four (24) hours of receipt of the City's written notice.
- 4.17.8 In the event that the Contractor does not comply, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

4.18 DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

- 4.18.1 Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.
- 4.18.2 The Contractor shall use all means to protect surrounding areas, existing objects, structures and vegetation designated to remain that may be impacted by Work described herein.
- 4.18.3 In the event of damage, Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 4.18.4 In the event of damage to public and/or private property, the Contractor shall immediately contact the Public Works/Utilities Department and inform the appropriate staff member about the location and extent of the damages.
- 4.18.5 In the event that the Contractor does not immediately repair to the satisfaction of the City damage to public and/or private property, the City may correct such damage. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor, costs of correcting such damage. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

4.19 CONNECTION TO CITY WATER

Contractor is responsible for establishing any utility account necessary to complete the job, including but not limited to construction water meter accounts at the City. Contractor is responsible for payment of all deposits, usage charges, taxes on usages charges and late fees on water accounts established at the City. The City is responsible for base charges and taxes on base charges associated with the water accounts established at the City. The Contractor is responsible for all water usage for the project regardless of the type of meter used.

4.20 BASIS OF PAYMENT, UNIT PRICES AND RIGHT TO CHANGE QUANTITIES

Payment at the contract unit price shall be inclusive of all labor, materials, equipment and incidental items.

4.21 ACCEPTANCE OF WORK



Acceptance shall be based upon satisfactory completion, material test results, performance and appearance of the Work after the materials have established, been placed or found to be in good operating order. Prior to final acceptance, the Contractor shall remove and replace, satisfactory to the City, all defective areas. Any adjusted area that is found to be of an unsatisfactory condition shall be rejected and shall be removed and restored by the Contractor at no expense to the City.

4.22 TESTS AND INSPECTIONS

- 4.22.1 The Contractor shall give the City timely notice of readiness of the Work for all required inspections, tests or approvals. The Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the City the required certificates of inspection, testing or approval for all materials, equipment for the Work and any part thereof unless otherwise specified herein.
- 4.22.2 If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract as outlined below.
- 4.22.3 The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.
- 4.22.4 The City inspectors shall have no authority to permit deviations from or to relax any of the provisions of the Contract Documents, or to delay the Agreement by failure to inspect the materials and Work with reasonable promptness.
- 4.22.5 The payment of any compensation in any form, or the giving of any gratuity or the granting of any favor by the Contractor to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Contractor will constitute a breach of this Agreement.

4.23 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- 4.23.1 The Contractor shall correct Work rejected by the City or known by the Contractor to be defective or failing to conform to the Construction Documents, whether observed before or after Final Completion and whether or not fabricated, installed or completed, and all work found to be defective in the one-year period from the date of Substantial Completion (the Warranty Period) shall be the responsibility of the Contractor, or within such longer period provided by any applicable special warranty in the Contract Documents.
- 4.23.2 The City shall provide the Contractor with written notice regarding defective or rejected work. Within seven days after receipt of such written notice from the City the Contractor shall commence with corrective action to remove and replace it with Work that is not defective or rejected.
- 4.23.3 If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the City, by written order may stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the City's right to stop the Work shall not give rise to a duty on the part of the City to exercise the right for benefit of the Contractor or other persons or entities.
- 4.23.4 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may give a second written notice to the



Contractor. If within seven days following receipt of the second notice, the Contractor fails to correct such default or neglect with diligence and promptness, the City may correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor costs of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the City.

4.24 FINAL INSPECTION

Upon written notice from the Contractor that the Work is or an agreed portion thereof is complete, the City and the Engineer/Project Manager will make a final inspection and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall address such deficiencies in accordance with "Correction or Removal of Defective Work" of this document.

4.25 WARRANTY PERIOD

The specified warranty period for a specific Project does not begin until final completion of the project under that project's individual Notice to Proceed.

4.26 WARRANTIES

- 4.26.1 The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and Suppliers, will comply with the Technical Specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.
- 4.26.2 The Contractor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 4.26.3 The Contractor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

4.27 CORRECTION PERIOD

- 4.27.1 The Contractor warrants all material and Workmanship as noted in the Technical Specifications and Contract Documents from date of final acceptance by the City. If within the period of warranty from the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by the City, the Contractor shall commence with corrective action within seven (7) days after written notice of the such defect, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with Work that is not defective and satisfactorily correct and remove and replace any damage to other Work or the Work of others resulting therefrom. 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 City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all



direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Engineer/Project Manager, attorneys and other professionals) will be paid by the Contractor.

- 4.27.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period as noted in the Technical Specifications and Contract Documents after such correction or removal and replacement has been satisfactorily completed.
- 4.27.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligation other than specifically to correct the Work.

4.28 CONSTRUCTION SCHEDULE

- 4.28.1 The construction schedule shall be in the form of a tabulation, chart or graph (MS Project latest edition) and shall be in sufficient detail to show the critical path and the chronological relationship of all activities contained in the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittals required to the Engineer/Project Manager for approval, procurement of material and scheduling of equipment.
- 4.28.2 The Construction Schedule shall allow for a maximum turnaround time by the Engineer/Project Manager of fourteen calendar days on all submittals, shop drawings and all requests for information.
- 4.28.3 The construction schedule shall reflect the completion of all Work to be performed within the specified time and in accordance with the Contract Documents.
- 4.28.4 The construction schedule shall be thoroughly reviewed and updated on a monthly basis. The revised schedule shall be submitted to the City at least every 30 days during the term of this Agreement and shall reflect a current schedule of activities, percent complete and remaining durations for all tasks.
- 4.28.5 Float, slack or contingency time derived from the early completion of tasks on the critical path is not for the exclusive use or benefit of the Contractor. The Contractor shall not utilize such time without the prior written consent of the City.
- 4.28.6 If the Contractor desires to make changes in the method of operation after the construction approval of the construction schedule, or if the Engineer/Project Manager determines that the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer/Project Manager a revised construction schedule for approval.

4.29 PROTECTION OF PERSONS AND PROPERTY

- 4.29.1 The Contractor shall be solely responsible for initiating, maintaining and providing supervision for compliance with Occupational Safety and Health Act (OSHA) standards for safety precautions and programs in connection with the Work.



- 4.29.2 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.
- 4.29.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.
- 4.29.4 The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a Sub-Contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.
- 4.29.5 All unit prices provided by the Contractor as a part of this Bid shall include the cost of all safety equipment necessary for the performance of the Work.
- 4.29.6 The Contractor shall comply with the requirements of the Florida Trench Safety Act and all applicable OSHA Regulations pertaining to excavation.
- 4.29.7 The Contractor shall comply with Florida Statutes, Chapter 556, Underground Facility Damage Prevention and Safety Act and secure the underground locations and obtain a Sunshine State One Call Certification number prior to beginning any excavation.

4.30 SAFETY MEASURES

- 4.30.1 Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.
- 4.30.2 All employees of Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity – work shall cease until it is safe to proceed.
- 4.30.3 The Contractor warrants that any product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall follow Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered because of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

4.31 SAFETY, TRAFFIC CONTROL AND ROADWAY HOURS

- 4.31.1 The Contractor shall be responsible for maintaining all traffic controls during the entire period of the project. All traffic controls shall conform to the Manual of Uniform Traffic Control Device (MUTCD) and Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and must be approved by the City in advance. At all times, at least one lane shall be kept open with adequate and legal traffic controls. Work shall be avoided during peak traffic



hours. Working hours are set between 7 AM to 5 PM. Any deviation shall be approved in advance by City.

- 4.31.2 The Contractor shall be responsible for obtaining any and all required Maintenance of Traffic Permits from the appropriate regulatory authorities.
- 4.31.3 Road closure will not be permitted without written approval of the Engineer/Project Manager.
- 4.31.4 All unit prices provided by Contractor as a part of this Bid, shall include all costs relating to the Maintenance of Traffic including any and all safety equipment necessary, including but not limited to barricades, signage, traffic markings, arrow boards, etc.
- 4.31.5 No extra payment shall be made for providing the necessary traffic control. This necessary traffic control should be included in the bid. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities.

4.32 HURRICANE AND SEVERE WEATHER PRECAUTIONS

The Contractor shall immediately take all protective actions necessary to secure the construction site, materials, debris and equipment to the satisfaction of Engineer/Project Manager. Engineer/Project Manager shall not be held liable for the construction site, materials, debris, and equipment.

All construction materials or equipment will be secured against displacement by wind forces.

4.33 WORK BY THE CITY OR CITY'S CONTRACTORS

- 4.33.1 The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site.
- 4.33.2 The Contractor shall afford the City's separate Contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Contractor shall incorporate and coordinate the Contractor's work with the work of the City's separate contractors as required by the Contract Documents.
- 4.33.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

4.34 ENFORCEMENT OF SPECIFICATIONS

Copies of the specifications shall be placed in the hands of the Director of Public Works/Utilities, who shall enforce every requirement of the Contract. There will be no varying from the specifications.

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SPECIAL CONDITIONS

SECTION # V

21-05-406

KIMBERLY BOULEVARD EAST TRAFFIC CALMING DEVICES: TRAFFIC CIRCLE, SPEED TABLES, AND INTERSECTION IMPROVEMENT

NOTE: Upon final award of any Agreement as a result of this solicitation, the successful firm or individual receiving the award shall become the Contractor and shall be responsible for compliance with the requirements enumerated in these Special Conditions.

5.1 CONTRACT TIME

- 5.1.1 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by City's Project Manager and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.
- 5.1.2 Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within **Two Hundred Forty (240)** days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within **Two Hundred Seventy (270)** days from the date of Substantial Completion.
- 5.1.3 Upon failure of Contractor to obtain Substantial Completion within the deadline stated above, as extended by any approved time extensions, Contractor shall pay to City the sum of **Two Hundred Fifty** Dollars (**\$250.00**) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated above, as extended by approved time extensions thereof, Contractor shall pay to City the sum of **Three Hundred** Dollars (**\$300.00**) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1)



a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

- 5.1.4 City may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable.
- 5.1.5 Contractor shall reimburse City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by City as costs are incurred by Consultant and agreed to by City.

5.2 PROGRESS PAYMENTS RETAINAGE

- 5.2.1 Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

Sam May, Public Works/Utilities Director
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068-2309



smay@nlauderdale.org

P: 954-724-7070 ext.4756

- 5.2.2 All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that City determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, City shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten business days after the corrected Application for Payment is stamped as received. Any dispute between City and Contractor shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions in the Sample Agreement.
- 5.2.3 City may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of City.
- 5.2.4 City may withhold, in whole or in part, payment with respect to any Application for Payment to such extent as may be necessary to protect itself from loss on account of:
- Defective work not remedied.
 - Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City relating to Contractor's performance.
 - Failure of Contractor to make payments properly to Subcontractors or for material or labor.
 - Damage to another contractor not remedied.
 - Liquidated damages and costs incurred by Consultant for extended construction administration.
 - Failure of Contractor to provide documents required by the Contract Documents.
- 5.2.5 When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

5.3 ACCEPTANCE AND FINAL PAYMENT

- 5.3.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents



have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

5.3.2 Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

5.3.3 If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, City shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

5.3.4 Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment

5.4 PERFORMANCE AND PAYMENT BONDS

5.4.1 Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Qualifications of Surety. Each Bond must name "Broward County" as an additional obligee.

5.4.2 Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by City, correct any defective or faulty work or materials that appear within one (1) year after Final Completion of this Contract.



- 5.4.3 Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide City with evidence of such recording.
- 5.4.4 In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of City and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by City for one (1) year after completion and acceptance of the Work.

5.5 QUALIFICATION OF SURETY

- 5.5.1 For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000.00:
 - Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.
 - The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide City with evidence satisfactory to City that such excess risk has been protected in an acceptable manner.
 - A surety company that is rejected by City may be substituted by the Bidder or proposer with a surety company acceptable to City, but only if the bid amount does not increase.
 - All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Amount of Bond	Policy Holder's Ratings
500,001 to 1,500,000	A- III
1,500,001 to 2,500,000	A, VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,001	A IX

- 5.5.2 For projects that do not exceed \$500,000.00, City may accept a Bid Bond, Performance Bond, and Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida



Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, and Payment Bond.

5.5.3 More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

5.6 **WARRANTY BOND**

5.6.1 A one-year warranty period will begin at the completion and formal approval and acceptance of all work associated with the project. The Contractor shall provide a warranty bond shall be submitted to the City for **twenty-five percent (25%)** of the total value of the contract (including executed change orders) and come into effect one (1) year after final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents. Successful Bidder shall correct any defective or faulty work or material which appear within one (1) year after final payment of the Contract, upon notification by CITY. The warranty bond shall cover all costs of labor as well as materials.

5.7 **INSURANCE**

5.7.1 Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the Invitation to Bid. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Contractor shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes No

X _____ Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

A. Bodily Injury:

- a. Each occurrence \$1,000,000
- b. Annual aggregate \$1,000,000

B. Property Damage:

- a. Each occurrence \$1,000,000
- b. Annual aggregate \$1,000,000

C. Personal Injury:



a. Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of North Lauderdale and Broward County must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- 1. Workers' Compensation: Coverage A – Statutory
- 2. Employers' Liability: Coverage B \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee

If Contractor claims to be exempt from this requirement, Contractor shall provide City proof of such exemption along with a written request for City to exempt Contractor, written on Responder's letterhead.

Yes No

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)



Combined Single Limit (Each Accident) - \$1,000,000

Yes No

X ___ If Contractor requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence. Need approval specs

5.8 MINORITY / WOMEN’S / LABOR SURPLUS FIRMS PARTICIPATION

5.8.1 The City of North Lauderdale encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5.9 INELIGIBLE CONTRACTORS

5.9.1 A Contractor may be considered ineligible to submit a bid for this project if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers’ compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

5.10 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

5.10.1 Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the drawings and specifications within the established schedule. Only new, unused materials and items of recent manufacture, of designated quality, free from defects, will be accepted. Contractor shall, if requested, furnish evidence satisfactory to the Owner as to the kind and quality of materials. Contractor shall utilize lumber, timber and other forest products produced and manufactured in Florida when such products are available and their price, fitness and quality are equal to comparable products. Upon written order of the Owner, Contractor shall discontinue operation of unsatisfactory plant, equipment and/or facilities. Owner will be the final authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. (F.S. 255.20)



5.11 BROWARD COUNTY MUNICIPAL TRANSPORTATION SURTAX PROJECTS

i GOAL PARTICIPATION

The funding for this project is provided through the Broward County Municipal Transportation Surtax program administered by the Broward County Board of County Commissioners. Accordingly, the City of North Lauderdale requires compliance with the requirements of the Broward County program, which includes a provision that establishes a specific participation goal for small businesses who have been certified by Broward County Office of Economic and Small Business Development (OESBD) as a Broward County certified County Business Enterprises (CBE). Per these requirements, this solicitation includes the goal of obtaining **forty percent (40%)** of the total spend for this project from Broward County certified County Business Enterprises (CBE), through either a CBE Prime Contractor, one or more CBE Sub-contractors, or through a combination of the of the two.

Vendors/firms must follow the instructions included in the Office of Economic and Small Business Development Requirements section (see below) and submit all required forms and information as instructed.

ii BACKGROUND

On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted at least a thirty percent (30%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax. Therefore, the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the "Business Opportunity Act" or "CBE Program"), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.

The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project based on the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If the City of North Lauderdale subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the City of North Lauderdale will issue a written notice to the successful vendor/firm that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected vendor/firm shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by vendor/firm to submit the required forms



regarding CBE participation may result in the rejection of vendor's/firm's solicitation submittal.

iii **CBE PROGRAM REQUIREMENTS:**

Compliance with CBE participation goal requirements is a matter of determination of the responsibility (or the City of North Lauderdale's equivalent); of vendors/firms who should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor's/firm's solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.

- A. Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link: <https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>
- B. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link: <https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>
- C. OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at: <https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>.
- D. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400

iv **AWARD OF CONTRACT**

If awarded the contract, vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:

- A. Vendor/firm may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
- B. All entities that seek to conduct business with the Municipality, including vendor/firm or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
- C. If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"),



then Vendor shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.

- D. Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the City of North Lauderdale to terminate the contract or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.
- E. Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the City of North Lauderdale, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the City of North Lauderdale.
- F. Vendor/firm understands that the City of North Lauderdale and County will monitor vendor's/firm's compliance with the CBE Program requirements. Vendor/firm must provide the City of North Lauderdale with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the City of North Lauderdale and online through the Broward County's iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx> Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the City of North Lauderdale's payment of vendor/firm under the contract.

5.12 WORKFORCE INVESTMENT PROGRAM

5.12.1 The Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program") is applicable to this solicitation. Vendor/firm affirms it is aware of the requirements of the Workforce Investment Program. If awarded the contract, vendor/firm agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of the agreement that results from this solicitation (whether those vacancies are with the vendor/firm or its subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of the agreement that results from this solicitation. Until at least one year after the conclusion of the agreement,



vendor/firm will be required to maintain and make available to the Municipality and the County upon request all records documenting vendor/firm's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Municipality and the County's Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of the agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of the agreement.

5.13 PREVAILING WAGE REQUIREMENT

- 5.13.1.1 This project is projected to have a construction cost that will exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Accordingly, the Contractor must comply with Section 26-5, Broward County Code of Ordinances for this project. Contractor shall fully comply with all requirements of such ordinance and all complete the required forms as set forth below:
- 5.13.1.1 The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.
- 5.13.1.2 All mechanics, laborers, and apprentices, employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.
- 5.13.1.3 If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the City Manager for final determination, which shall be binding.
- 5.13.1.4 In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to City for any all costs incurred by City to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.
- 5.13.1.5 Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the



employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

- 5.13.1.6 Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.
- 5.13.1.7 The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.
- 5.13.1.8 If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

5.14 FORM AGREEMENT

- 5.14.1 The City has attached a copy of the County's preapproved Surtax-Funded Form Construction Agreement. Responding firms shall be responsible for complying with all requirements and terms and conditions of the County's preapproved Surtax-Funded Form Construction Agreement. The City of North Lauderdale will utilize this Contract between the Contractor and the City, respectively.

5.15 APPLICATION FOR PROGRESS PAYMENT

- 5.15.1 The contractor shall submit to the City for review, an Application for Payment on an AIA Documents filled out and signed by the contractor covering the work completed during the invoice period and accompanied by such supporting documentation as is required by the Contract Documents. Requests for payments (invoices) with supporting documentation should be submitted no more than monthly. A retainage of five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work.

5.16 PROJECT RECORDS AND RIGHT TO AUDIT

- 5.16.1 Audit Rights and Retention of Records. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of City or Broward County (including any outside representative engaged by either entity). City and Broward County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by law). City and Broward County may, without limitation, verify information, payroll distribution, and



amounts through interviews, written affirmations, and on-site inspection with Contractor’s employees, Subcontractors, vendors, or other labor.

5.16.2 City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. City and Broward County may conduct such audit or review at Contractor’s place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours’ advance notice. Contractor agrees to provide adequate and appropriate work space for such review. Contractor shall provide City and Broward County with reasonable access to Contractor’s facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

5.16.3 Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with City’s code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

5.16.4 In addition to the normal documentation Contractor typically furnishes to City, in order to facilitate efficient use of City resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already	.pdf and Excel



included in the detailed Job Cost History to date)	
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

- 5.16.5 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.
- 5.16.6 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City’s disallowance and recovery of any payment reliant upon such entry.
- 5.16.7 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to City of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of the audit conducted by City, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by Contractor to City or Broward County (as applicable), along with any required adjustments for the overpricing or overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the audit findings to Contractor.

5.17 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

- 5.17.1 Utility lines in the Project area have been shown on the Plans. However, City does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.
- 5.17.2 Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered



by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

- 5.17.3 Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.
- 5.17.4 Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. City reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. City's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

5.18 CHANGE ORDERS

- 5.18.1 Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City's Procurement Code, as amended from time to time.
- 5.18.2 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 City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.
- 5.18.3 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 may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as City deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12 of the Sample Agreement.
- 5.18.4 Under circumstances determined necessary by City, Change Orders may be issued unilaterally by City. During the pendency of the dispute, and upon receipt of a Change Order from City, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.



- 5.18.5 On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide City such updated bonds.

5.19 VALUE OF CHANGE ORDER WORK

- 5.19.1 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:
 - 5.19.1.1 If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 5.19.7.
 - 5.19.1.2 By mutual acceptance of a lump sum, which sum Contractor and City acknowledge contains a component for overhead and profit.
 - 5.19.1.3 On the basis of the “cost of work,” determined as provided in Sections 5.19.2 and 5.19.3, plus a Contractor’s fee for overhead and profit as determined in Section 5.19.4.
- 5.19.2 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 Section 5.19.3.
 - 5.19.2.1 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’ 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 in advance by City.
 - 5.19.2.2 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 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 by Contractor, in accordance with rental agreements approved by City with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. City will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

- 5.19.2.3 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 Consultant, 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 this Contract insofar as applicable.
- 5.19.2.4 Cost of special consultants, 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.
- 5.19.2.5 Supplemental costs including the following:
 - 5.19.2.5.1 All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.
 - 5.19.2.5.2 Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.
 - 5.19.2.5.3 The cost of utilities, fuel, and sanitary facilities at the site.
 - 5.19.2.5.4 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 5.19.3 The term "cost of the work" shall not include any of the following:
 - 5.19.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, 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 that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 19.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.
 - 5.19.3.2 Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.
 - 5.19.3.3 Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.



- 5.19.3.4 Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- 5.19.3.5 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 repairing or remedying any damage to property.
- 5.19.3.6 Other overhead or general expense costs of any kind.
- 5.19.4 Contractor's fee for overhead and profit shall be determined as follows:
 - 5.19.4.1 A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
 - 5.19.4.2 A fee based on the following percentages of the various portions of the cost of the Work:
 - 19.4.2.1 For costs incurred under subsections 5.19.2.1 and 5.19.2.2, Contractor's fee shall not exceed ten percent (10%).
 - 19.4.2.2 For costs incurred under subsection 5.19.2.3, 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%); and
 - 19.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 5.19.2.4 and 5.19.2.5 (except subsection 5.19.2.5.3) and Section 5.19.3.
- 5.19.5 The amount of credit to City for any 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 any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.
- 5.19.6 Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.
- 5.19.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 5.19.8 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 Consultant and Contract Administrator.
 - 5.19.8.1 Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.
 - 5.19.8.2 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.



- 5.19.9 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.”

5.20 SUPERINTENDENCE AND SUPERVISION

- 5.20.1 City’s instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.
- 5.20.2 On a daily basis, Contractor’s superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of City, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by City and Consultant.
- 5.20.3 The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 5.20.4 If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor’s duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor’s sole risk, without entitlement to reimbursement or compensation.
- 5.20.5 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 this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

5.21 DIFFERING SITE CONDITIONS

- 5.21.1 If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract



Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor.

- 5.21.2 If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12 of the sample agreement. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.

5.22 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

- 5.22.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days from the date of impasse in accordance with Article 12 of the Sample Contract. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**



- 5.22.2 The Contract Time will be extended in 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 for an extension. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

5.23 NO DAMAGE FOR DELAY

- 5.23.1 No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of City or its Consultant.

5.24 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

- 5.24.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

- 5.24.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of City or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed.

- 5.24.1.2 City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs



shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be **two hundred fifty dollars (\$250.00)** per day for each day this Contract is delayed due to a Compensable Excusable Delay.

- 5.24.1.3 **Non-Compensable Excusable Delay.** When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of City or Consultant; or (iii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by City or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

5.25 DOMESTIC PARTNERSHIP REQUIREMENT

- 5.25.1 Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section 16½-157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling City to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with City.

5.26 EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

- 5.26.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.
- 5.26.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit City to terminate this Contract or exercise any other remedy provided under this Contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
- 5.26.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in **Exhibit H** (or a CBE/SBE firm substituted for a listed firm, if permitted) for **forty** percent (**40%**) of total Services under this Contract (the "Commitment").
- 5.26.4 Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform City immediately when a CBE or SBE firm is



not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE or SBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify OESBD, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

- 5.26.5 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.
- 5.26.6 Contractor acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify City in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.
- 5.26.7 OESBD may modify the Commitment in connection with any amendment, extension, modification, change order, or Work Authorization to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting



from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

5.26.8 Contractor shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow City and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE or SBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

5.26.9 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment.

5.27 BID PREPARATION EXPENSE

The Bidder preparing a bid in response to this bid shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

5.28 BID SUBMITTAL PRICES

All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City. Any bids containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered. The City of North Lauderdale will award payment within thirty (30) days of the conclusion of the work, and upon full approval.

5.29 INCORPORATION BY REFERENCE

Exhibits: A, B, C, D, E, F and the County's preapproved Surtax-Funded Form 170 Construction Agreement attached hereto and referenced herein shall be deemed to be incorporated into this agreement by reference.



BID SCHEDULE AND PRICING FORM INFORMATION

SECTION # 6

21-05-406

KIMBERLY BOULEVARD ROADWAY AND SIDEWALK

Through submission of this bid, Bidder hereby declares that they have carefully examined the site of the proposed work, the plans and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the plans & specification, which are made a part thereof at the following prices offered. The City intends to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per groups of items, whichever appears to be in the best interest of the City.

Excel Form Instructions

This solicitation uses an Electronic Price Form in the Microsoft Excel spreadsheet format as an attachment via DemandStar and on the City website.

Complete the Electronic Bid Schedule and Pricing Form by inserting **Vendor's Name, Address, and Contact Information** in the appropriate fields. The Purchasing Division has designed this form to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the excel form will auto calculate the total automatically. Bidder shall recheck all entries prior to submission to ensure correct calculations. The City of North Lauderdale shall not be responsible for

Once complete, save the file and include in your electronic submission of your bid on DemandStar as part of your bid submittal.

If you need assistance in obtaining or completing the Electronic Proposal Price Form, you may contact the Purchasing Division at (954) 597-4769.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
 - a. Bidder has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.
 - b. Bidder has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Bidder.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.



3. Bidder will complete the Work for the prices shown in the "Bid Form."
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

Electronic Proposal Form for Pricing: KIMBERLY BOULEVARD ROADWAY AND SIDEWALK PROJECT

DATE: _____

VENDOR NAME: _____

VENDOR ADDRESS: _____

Vendor Email: _____

BIDDER'S SCHEDULE OF PRICES

Item #	Description	Qty	Unit	Unit Price	Total
General Items					
1	MOBILIZATION				0.00
2	MAINTENANCE OF TRAFFIC	1	LS		0.00
3	MATERIAL TESTING	1	LS		0.00
4	AS-BUILT PREPARATION	1	LS		0.00
5	CONTRACTOR'S SEDIMENT AND EROSION CONTROL	1	LS		0.00
6	CLEARING AND DEMOLITION	1	LS		0.00
Subtotal: General Items					0.00
Demolition Items					
7	REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT, GRADE AND CURB/STREET SUBGRADE	12,984	SY		50.00
8	REMOVE AND DISPOSE OF EXISTING ASPHALT (OTHER)	40	SY		50.00
9	REMOVE AND DISPOSE OF EXISTING ASPHALT DRIVE	396	SY		50.00
10	REMOVE AND DISPOSE OF EXISTING ASPHALT DRIVE	39	SY		50.00
11	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK	590	SY		50.00
12	REMOVE AND DISPOSE OF EXISTING CURB	468	FT		50.00
13	PAVEMENT MILLING (AVG 1" DEPTH)	21,358	SY		50.00
Subtotal: Demolition Items					50.00
Paving, Grading, and Drainage Items					
14	EARTHWORK	1	LS		50.00
15	UNDESIRABLE SOIL REMOVAL AND REPLACEMENT WITH STRUCTURAL FILL (PREPARED IN PLACE)	75	CY		50.00
16	PAVEMENT RECONSTRUCTION - SUPERPAVE SP-9.5 ASPHALTIC CONCRETE, 1" AVG DEPTH	21,318	SY		50.00
17	PAVEMENT RECONSTRUCTION	12,990	SY		50.00
18	FURNISH AND INSTALL ASPHALT DRIVE	396	SY		50.00
19	FURNISH AND INSTALL CONCRETE DRIVE	30	SY		50.00
20	FURNISH AND INSTALL ASPHALT (OTHER)	16	SY		50.00
21	FURNISH AND INSTALL 4" CONCRETE SIDEWALK	602	SY		50.00
22	FURNISH AND INSTALL DETECTABLE WARNINGS	120	SP		50.00
23	FURNISH AND INSTALL CONCRETE MEDIAN	261	SY		50.00
24	FURNISH AND INSTALL CONCRETE CURB-TYPE 'B' (MOUNTABLE)	270	FT		50.00
25	FURNISH AND INSTALL CONCRETE CURB-TYPE 'D'	3,021	FT		50.00
26	FURNISH AND INSTALL CONCRETE CURB-TYPE 'F'	448	FT		50.00
27	FURNISH AND INSTALL CONCRETE CURB-TYPE 'RA' (MOUNTABLE)	94	FT		50.00
28	FURNISH AND INSTALL CONCRETE HEADER CURB (1' WIDE)	143	FT		50.00
29	FURNISH AND INSTALL CONCRETE FLUME	6	EA		50.00
30	FURNISH AND INSTALL DECORATIVE PANELS	1,702	SY		50.00
31	FURNISH AND PLACE SOD (SAMBA)	2,857	SY		50.00
32	FURNISH AND PLACE TOPSOIL	488	CY		50.00
Subtotal: Paving, Grading, and Drainage Items					50.00
Pavement Markings Items					
33	THERMOPLASTIC PAVEMENT MARKING, YELLOW - 6"	30,190	FT		50.00
34	THERMOPLASTIC PAVEMENT MARKING, WHITE - 6"	27,290	FT		50.00
35	THERMOPLASTIC PAVEMENT MARKING, WHITE - 12"	2,242	FT		50.00
36	THERMOPLASTIC PAVEMENT MARKING, 4' WIDE, GREEN	722	FT		50.00
37	THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	170	SP		50.00
38	FURNISH AND INSTALL SIGN PANEL	56	EA		50.00
39	FURNISH AND INSTALL SIGN PANEL ASSEMBLY	28	EA		50.00
Subtotal: Pavement Markings Items					50.00
Drainage Items					
40	FURNISH AND INSTALL NEW CATCH BASINS	4	EA		50.00
41	FURNISH AND INSTALL NEW DRAINAGE CONTROL STRUCTURE	1	EA		50.00
42	CORE DRILL EXISTING CATCH BASINS	1	EA		50.00
43	REPLACE CATCH-BASIN FRAME AND GRATE	2	EA		50.00
44	ADJUST EXISTING CATCH BASINS	2	EA		50.00
45	FURNISH AND INSTALL STORM SEWER PIPE	300	FT		50.00
46	FURNISH AND INSTALL EXFILTRATION BENCH	30	FT		50.00
Subtotal: Drainage Items					50.00
Utility Items					
47	ADJUST EXISTING UTILITIES	1	LS		50.00
48	FURNISH & INSTALL IRRIGATION SYSTEM RESTORATION ON LOT SIDE OF ROADWAY WITHIN RIGHT-OF-WAY	1	LS		50.00
49	FURNISH & INSTALL IRRIGATION SYSTEM RESTORATION IN GRASSED MEDIAN	50	EA		50.00
50	FURNISH AND INSTALL NEW SCHEDULE 80 PVC IRRIGATION PIPE SLEEVE, 4" DIA.	128	FT		50.00
Subtotal: Utility Items					50.00
CONTINGENCY 30%					50.00
TOTAL CONSTRUCTION COST					50.00
TOTAL COST CONSTRUCTION WITH CONTINGENCY					50.00



BID SUBMITTAL CHECKLIST

SECTION # 7

21-05-406

KIMBERLY BOULEVARD ROADWAY AND SIDEWALK

In order to assure that your e-bid complies with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your solicitation submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each Consultant. It is the Consultant's responsibility to read and understand all provisions. Include this completed checklist to verify that the referenced content is included in the submission.

Failure to complete and return the required forms/documentation in submission may result in e-bid being non-responsive and not considered for award.

- E-bid Submission Tabs (A and B)
- Vendor Contact Summary Form
- Addenda Acknowledgment Form
- Electronic E-bid Form for Pricing
- Client References Form
- Reference Check Surveys
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Offeror's Certification
- Scrutinized Vendor Certification – 2 Pages
- Drug-Free Workplace Form
- Vendor Ownership and Demographic Form
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications
- Exhibit D: Surtax- County Business Enterprise Program (CBE) Related Forms –
 - Letter of Intent
 - Application for Evaluation of Good Faith Efforts
- Exhibit E: Broward County Workforce Investment Program

***Please check www.demandstar.com or City website
for addenda and changes before submitting final e-bid***



REFERENCE:

- **Exhibit A:** Plans – Civil Bid Set
- **Exhibit B:** Plans - Topographic Survey
- **Exhibit C:** Technical Specifications
- **Exhibit D:** Surtax - County Business Enterprise Program (CBE) Related Forms
- **Exhibit E:** Broward County Workforce Investment Program
- **Exhibit F:** General Forms
- **Exhibit G:** ILA Fully Executed Agreement between City of North Lauderdale and Broward County

SAMPLE AGREEMENT

DO NOT SUBMIT WITH BID RESPONSE

CONTRACT BETWEEN CITY OF _____ AND

_____ FOR _____

BID/CONTRACT NO.: _____

Project Title:	
Location:	
RLI Number:	
Contract Number:	
Project Number:	

SUMMARY OF TERMS AND CONDITIONS

General Contractor:	
Contractor Address:	
Federal Identification No.:	__ - _____

Contract Administrator:	
Contract Administrator Address:	

Consultant:	
Consultant Address:	

Article	Description	Unit
3.2	Substantial Completion	240 Days from the Project Initiation Date in NTP
3.2	Final Completion	270 Days from Substantial Completion
3.3	[If applicable] Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$_____ per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$250.00 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$300.00 per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section _____]	Interim Milestone #1 \$_____ per day
		Interim Milestone #2 \$_____ per day
		Interim Milestone #3 \$_____ per day
8.4	The Parties designate the following as the respective places for giving of notice:	For City:
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	For Contractor:
54 (General Conditions)	<input type="checkbox"/> Broward County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded 40 %

CONTRACT

This is a construction contract ("Contract") by and between the City of _____, a political subdivision of the State of Florida ("City"), and _____ (collectively referred to as the "Parties"), for the goods and services set forth herein.

RECITALS

A. [Insert recitals if applicable]

B. [Insert recitals if applicable]

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.2. **Board** means the City Commission of the City of North Lauderdale, Florida, its successors and assigns.

1.3. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.4. **Consultant** means the architect or engineer who has contracted with City or who is an employee of City, and provides professional services for this Project.

1.5. **Contract Administrator** means the Director of _____ [, or Assistant Director of _____], or such other person designated by the Director of _____ in writing.

1.6. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, and any additional documents the submission of which is required by this Project.

1.7. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.8. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.9. **Contractor** means the person, firm, or corporation with whom City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.10. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

1.11. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.12. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.13. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.

1.14. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.15. **Plans** or **Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.

1.16. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.17. **Project Initiation Date** means the date upon which the Contract Time commences.

1.18. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

1.19. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.20. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and City or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.21. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.22. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3 CONTRACT TIME

3.1 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by City's Director of Purchasing and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents,

Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2 Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within [REDACTED] days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within [REDACTED] days from the date of Substantial Completion.

3.3 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to City the sum of [REDACTED] Dollars (\$ [REDACTED]) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to City the sum of [REDACTED] Dollars (\$ [REDACTED]) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4 City may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable.

3.5 Contractor shall reimburse City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by City as costs are incurred by Consultant and agreed to by City.

ARTICLE 4 CONTRACT SUM

4.1 This is a Unit Price Contract:*

4.1.1 City shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2 Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2 This is a Lump Sum Contract.*

4.2.1. City shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by City.

ARTICLE 5 PROGRESS PAYMENTS

5.1 Contractor may make an application for payment (“Application for Payment”), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor’s applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

(Insert name and address of individual to receive the Pay Application)

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that City determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, City shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten business days after the corrected Application for Payment is stamped as received. Any dispute between City and Contractor shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2 City may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of City.

[DELETE NEXT PARAGRAPH IF NOT APPLICABLE]

As payment for Materials and equipment stored at the Project site, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

5.3 City may withhold, in whole or in part, payment with respect to any Application for Payment to such extent as may be necessary to protect itself from loss on account of:

- 5.3.1 Defective work not remedied.
- 5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City relating to Contractor's performance.
- 5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 5.3.4 Damage to another contractor not remedied.
- 5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
- 5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

6.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2 Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3 If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, City shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4 Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on

behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority

7.2 Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3 Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4 Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5 Discriminatory Vendor and Scrutinized Companies List. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

7.6 Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7 Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.8 Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit

costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.9 Breach of Representations. In entering into this Contract, Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, City shall have the right, at its sole discretion, to terminate this Contract without any further liability to Contractor, to deduct from any amounts due Contractor under this Contract the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Contract. Furthermore, a false representation may result in debarment from City's procurement activities.

7.10 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

ARTICLE 8 MISCELLANEOUS

8.1 Contract Documents and Priority of Provisions. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

[USE IF APPLICABLE] Notwithstanding the forgoing, to the extent the Contract Documents include Florida Department of Transportation ("FDOT") provisions, the following priority of provisions shall apply in the event of a conflict:

First Priority: Approved Change Orders, Addendums, or Amendments

Second Priority: Technical Specifications

Third Priority: Supplemental Conditions or Special Terms

Fourth Priority: General Terms and Conditions

Fifth Priority: Contract

Sixth Priority: Solicitation documents

Seventh Priority: Contractor's response to solicitation documents

8.2 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3 Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Contractor nor City intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that, other than Broward County, there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested; by commercial express carrier with acknowledgment of delivery; or by hand delivery, addressed to the party to be notified at the last place specified, each of the foregoing with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

For City:

[Insert address]

E-mail:

For Contractor:

[Insert address]

E-mail:

8.5 Assignment and Performance. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract.

8.6 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is therefore a material term hereof.

8.7 No Waiver. City's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8 Severability. In the event any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.**

8.10 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.

8.11 Prior Contracts. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

8.12 Compliance with Laws. Contractor must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations in the course of providing any services funded by City.

[DELETE IF NOT A "COVERED CONTRACT" AT TIME OF CONTRACT AWARD]

8.13 Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for

at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14 Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: CITY OF _____, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute same by City Commission action on the _____ day of _____, 20____, and Contractor, signing by and through its _____ duly authorized to execute same.

CITY

ATTEST:

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

City Attorney

CONTRACT BETWEEN CITY OF _____ AND
_____ FOR _____
BID/CONTRACT NO.: _____

[If incorporated sign below.]

Contractor

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

(Name of Corporation)

By: _____
President/Vice President

(Print/Type Name)

____ day of _____, 20____.

[If not incorporated sign below.]

Contractor

WITNESSES:

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

(Business Name)

By: _____
(Signature)

(Print/Type Name and Title)

____ day of _____, 20____.

CONTRACT SUPPLEMENT

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

1.3 Contractor shall be furnished ten (10) copies of this Contract, free of charge, two (2) of which shall be preserved and always made accessible to Consultant and Consultant's authorized representatives. Additional copies of this Contract may be obtained from City at the cost of reproduction.

ARTICLE 2 INTENTION OF CITY

City intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. City will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3 PRELIMINARY MATTERS

3.1 At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1 A progress schedule in the indicated form:

Bar Chart

Modified Critical Path Method ("CPM")

CPM

Computerized CPM

(CPM is interpreted to be generally as outlined in the Association of General Contractors (“AGC”) publication, “The Use of CPM in Construction.”)

The progress schedule shall indicate the start and completion dates of the various stages of the Work, and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment, and must be acceptable to Consultant.

3.1.2 A preliminary schedule of Shop Drawing submissions; and

3.1.3 In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include a breakdown of labor, equipment, materials, and an appropriate amount of overhead and profit applicable to each item of Work, which amounts Contractor must confirm in writing at the time of submission.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor City shall be responsible for the nonperformance by the utility owners.

3.2 At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1; to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3 Within thirty-five (35) days from the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant’s acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or City responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable

to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

4.1 Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Article 5. Each Bond must name "Broward County" as an additional obligee.

4.2 Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by City, correct any defective or faulty work or materials that appear within one (1) year after Final Completion of this Contract.

4.3 Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide City with evidence of such recording.

4.4 In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of City and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by City for one (1) year after completion and acceptance of the Work.

ARTICLE 5 QUALIFICATION OF SURETY

5.1 For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000.00:

5.1.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

5.1.2 The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further,

the surety company shall provide City with evidence satisfactory to City that such excess risk has been protected in an acceptable manner.

5.1.3 A surety company that is rejected by City may be substituted by the Bidder or proposer with a surety company acceptable to City, but only if the bid amount does not increase.

5.1.4 All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Amount of Bond	Policy Holder’s Ratings
500,001 to 1,500,000	A- III
1,500,001 to 2,500,000	A, VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,001	A IX

5.2 For projects that do not exceed \$500,000.00, City may accept a Bid Bond, Performance Bond, and Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, and Payment Bond.

5.3 More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6 INDEMNIFICATION

Contractor shall indemnify and hold harmless City and its current, past, and future officers and employees (collectively, “Indemnified Party”), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees (collectively, a “Claim”), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Contractor under this Contract may be retained by City until all of City’s claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. These indemnifications shall survive the term of this Contract.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1 The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements **Exhibit _____**, which is a part of the Contract Documents. For purposes of this article, the term “City” shall include City and its members, officials, officers, and employees.

7.2 For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit ___**, City shall be entitled to any such broader coverage and higher limits maintained by Contractor. City reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add City and “Broward County” as an additional insured on all insurance coverage required by the Contract Documents.

7.3 Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list City as an additional insured, and shall not require contribution from any City insurance, self-insurance or otherwise. All insurance held by City, as well as City’s self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor’s insurers may acquire against City, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4 Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City’s Risk Management Division.

7.5 Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit ___**, and shall submit same to City, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for City’s written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by

either the named insured or City, if so elected by City, and Contractor agrees to obtain same in endorsements to the required policies.

7.6 To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. City, Consultant, and Broward County shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2 Contractor shall maintain products or completed work coverage for a minimum of (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract. City and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

7.6.4 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against City in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with City scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers'

Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect City against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish City with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5 Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7 Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8 Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to City as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by City.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Fifty Million Dollars (\$50,000,000) per occurrence. With

respect to the peril of Flood, the policy shall not be subject to any sublimit less than Ten Million Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by City.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by City.

City reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If City elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by City, at City's discretion. Such modification may also include execution of Waiver of Subrogation documentation. In the event that a claim with respect to this Project is made upon City's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

7.7 On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, Contractor shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8 Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

7.9 If and to the extent requested by City, Contractor shall provide to City complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

7.10 Contractor shall ensure that “City of _____, Florida, _____ [address] _____, Florida _____ [zip code] _____,” “Broward County,” and Consultant are listed as additional insureds on all policies required under this article. City shall be listed as Certificate Holder.

7.11 Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that “City of _____, Florida,” “Broward County,” and Consultant are named as additional insureds under the Subcontractors’ applicable insurance policies. In the event Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by City, Contractor shall provide, within one (1) business day, evidence of each Subcontractor’s compliance with this section.

7.12 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Contract; (2) the required coverage must be maintained after termination or expiration of the Contract for at least the duration stated in Exhibit ____; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Contract for at least the duration stated in Exhibit ____.

ARTICLE 8 LABOR AND MATERIALS

8.1 Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2 Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions

are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

11.1 Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the Work. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2 Contractor shall pay all impact fees levied by any municipality. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor shall not include profit or overhead of Contractor.

ARTICLE 12 RESOLUTION OF DISPUTES

12.1 To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) days from the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days from the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.2 In the event the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled

to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13 INSPECTION OF WORK

13.1 Consultant and City shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1 Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the source of supply. If any of the Work is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2 Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2 Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of Consultant.

13.3 The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

14.1 City's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written

consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2 On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of City, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by City and Consultant.

14.3 The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4 If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5 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 this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15 CITY'S RIGHT TO TERMINATE CONTRACT

15.1 The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

15.1.1 Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2 Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;

15.1.3 Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4 Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5 Contractor fails to perform any material term set forth in this Contract;

15.1.6 Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

15.1.7 From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner.

15.2 If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then City's awarding authority for this Contract may, upon written certification from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, City may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In the event the damages and expenses so incurred by City shall exceed the unpaid balance, Contractor shall be liable and shall pay to City the amount of said excess.

15.3 If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of City and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

15.4 This Contract may be terminated for convenience, for any reason or no reason, in writing by City upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Agreement for convenience in the form of City's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5 Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to City all data, drawings, specifications,

reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6 This Contract may also be terminated by the City Commission:

15.6.1 Upon the disqualification of Contractor as a Broward County CBE or SBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as a CBE or SBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;

15.6.2 Due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the CBE or SBE contractual obligations;

15.6.3 Upon the disqualification of one or more of Contractor's CBE or SBE participants by Broward County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

15.6.4 Upon the disqualification of one or more of Contractor's CBE or SBE participants by Broward County's Director of the OESBD if such CBE or SBE participant attempted to meet its CBE or SBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.6.5 If Contractor is determined by Broward County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE or SBE status of its disqualified CBE or SBE participant; or

15.6.6 If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor of placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with City shall entitle City to terminate this Contract for cause.

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

17.1 Audit Rights and Retention of Records. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of City or Broward County (including any outside representative engaged by either entity). City and Broward County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract

(or longer if required by law). City and Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor’s employees, Subcontractors, vendors, or other labor.

17.2 City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. City and Broward County may conduct such audit or review at Contractor’s place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours’ advance notice. Contractor agrees to provide adequate and appropriate work space for such review. Contractor shall provide City and Broward County with reasonable access to Contractor’s facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with City’s code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to City, in order to facilitate efficient use of City resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf

Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.

17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City’s disallowance and recovery of any payment reliant upon such entry.

17.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to City of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of the audit conducted by City, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by Contractor to City or Broward County (as applicable), along with any required adjustments for the overpricing or overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the audit findings to Contractor.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by City’s forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19 EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked “Dangerous-Explosives,” and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to City proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20 DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 21 PLANS AND WORKING DRAWINGS

City, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy to not stop or delay work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant.

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1 Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by City, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2 Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. In the event any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City, except as provided in Article 30.

ARTICLE 24 WARRANTY

Contractor warrants to City that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

ARTICLE 25 SUPPLEMENTARY DRAWINGS

25.1 When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2 The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26 DEFECTIVE WORK

26.1 Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by City in making such removals, corrections, or repairs, shall, at City's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

26.3 If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City, without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate City to final acceptance.

ARTICLE 27 TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28 SUBCONTRACTS

28.1 Each Subcontractor must possess certificates of competency and licenses required by law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2 Contractor shall not employ any Subcontractor against whom City or Consultant may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3 Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and City or any obligation on the part of City to pay or to see the payment of any monies due any Subcontractor. City or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

28.4 Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of City.

28.5 Contractor shall perform the Work with its own organization, amounting to not less than percent of the Contract Price.

ARTICLE 29 SEPARATE CONTRACTS

29.1 City has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2 If any part of Contractor's Work depends for proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3 Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify City from any liability to the affected contractor related to such interference or impact.

29.4 To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30 USE OF COMPLETED PORTIONS

30.1 City has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by City.

30.2 In the event City decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1 City shall give notice to Contractor in writing at least thirty (30) days prior to City's intended occupancy of a Designated Area.

30.2.2 Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (007600-1) from Consultant.

30.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion for the Designated Area, City will assume full responsibility for maintenance, utilities, subsequent damages of City and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4 Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5 If City decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by City and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31 LANDS OF WORK

31.1 City shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by City for the use of Contractor.

31.2 Contractor shall obtain, at Contractor's own expense and without liability to City, any additional rights to land and access thereto that may be required for temporary construction facilities, temporary easements, or for storage of materials. Contractor shall furnish to City copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor, hours of work, and Contractor's operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1 Utility lines in the Project area have been shown on the Plans. However, City does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

33.2 Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3 Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will

not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

33.4 Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. City reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. City's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34 VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and City and shall be processed as a deductive Change Order. City may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35 PAYMENT BY CITY FOR TESTS

Except when otherwise specified in this Contract, the expense of all tests requested by Consultant shall be borne by City and performed by a testing firm chosen by Consultant. For road construction projects, the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. Contractor is responsible for the cost of any required test in which the tested Work fails.

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, City has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by City to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by City, as provided in this Contract.

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38 CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City's Procurement Code, as amended from time to time.

38.2. 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 City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. 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 may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as City deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

38.4. Under circumstances determined necessary by City, Change Orders may be issued unilaterally by City. During the pendency of the dispute, and upon receipt of a Change Order from City, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.5. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each

reflects the total Contract Price as increased. Contractor will promptly provide City such updated bonds.

ARTICLE 39 VALUE OF CHANGE ORDER WORK

39.1. 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:

39.1.1 If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2 By mutual acceptance of a lump sum, which sum Contractor and City acknowledge contains a component for overhead and profit.

39.1.3 On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. 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 Section 39.3.

39.2.1 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' 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 in advance by City.

39.2.2 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 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 by Contractor, in accordance with rental agreements approved by City with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in

accordance with the terms of said agreements. City will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3 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 Consultant, 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 this Contract insofar as applicable.

39.2.4 Cost of special consultants, 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.

39.2.5 Supplemental costs including the following:

39.2.5.1 All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2 Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3 The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4 Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3 The term "cost of the work" shall not include any of the following:

39.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, 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 that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

- 39.3.2 Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.
 - 39.3.3 Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.
 - 39.3.4 Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
 - 39.3.5 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 repairing or remedying any damage to property.
 - 39.3.6 Other overhead or general expense costs of any kind.
- 39.4 Contractor's fee for overhead and profit shall be determined as follows:
- 39.4.1 A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
 - 39.4.2 A fee based on the following percentages of the various portions of the cost of the Work:
 - 39.4.2.1 For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).
 - 39.4.2.2 For costs incurred under subsection 39.2.3, 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%); and
 - 39.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.
- 39.5 The amount of credit to City for any 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 any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.
- 39.6 Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.
- 39.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8 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 Consultant and Contract Administrator.

39.8.1 Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2 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.

39.9 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."

ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days from the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2 The Contract Time will be extended in 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 for an extension in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41 NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance

from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of City or its Consultant.

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of City or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$ per day for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2 Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of City or Consultant; or (iii) is caused jointly or concurrently

by Contractor or its Subcontractors, suppliers or vendors and by City or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43 SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by City pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 10). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44 NO INTEREST

44.1 City shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Contract. This section shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

44.2 If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

ARTICLE 45 SHOP DRAWINGS

45.1 Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation

requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2 Within thirty (30) days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

45.3 After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

45.4 Contractor shall thoroughly review and check the Shop Drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and City.

45.5 If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures make specific mention thereof in its letter of transmittal to Consultant and City. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6 Consultant shall review and approve Shop Drawings within twenty-one (21) days from the date received, unless said Shop Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by this Contract but not indicated on the Shop Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7 No approval will be given to partial submittals of Shop Drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor's comments as to compliance, noncompliance, or features requiring special attention.

45.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

45.9 Contractor shall submit the number of copies of Shop Drawings required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10 Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or "as-built" drawings of the same, which must be sealed

by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2 Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

46.3 Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City Contractor's record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47 SAFETY AND PROTECTION

47.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1 All employees on the work site and other persons who may be affected thereby;

47.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be repaired or remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to City and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3 Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City.

ARTICLE 48 FINAL BILL OF MATERIALS

Contractor shall be required to submit to City and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item. A Final Certificate for Payment will not be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

ARTICLE 49 PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50 CLEANING UP; CITY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors of City as to their responsibility for cleaning up, City may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51 HURRICANE PRECAUTIONS

51.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to City, shall take all precautions necessary to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether City or Consultant has given notice of same.

51.2 Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

51.3 Suspension of the Work caused by a threatened or actual storm event, regardless of whether City has directed such suspension, will entitle Contractor to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City, failing which City shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section 16½-157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling City to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with City.

ARTICLE 54 EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

54.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

54.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit City to terminate this Contract or exercise any other remedy provided under this Contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

54.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit ___ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ___ percent (___%) of total Services under this Contract (the "Commitment").

[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT] The Parties acknowledge that this procurement is reserved solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services

and subcontracting the remainder to CBE firms listed in Exhibit ____ (or CBE firms substituted or approved in accordance with the terms of this Agreement).

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 54 ACCORDINGLY] The Parties acknowledge that this procurement is reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the “Commitment”). Contractor is an SBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit ____ (or SBE firms substituted or approved in accordance with the terms of this Agreement).

54.4 In performing the Services, Contractor shall utilize the CBE or SBE firms listed in Exhibit ____ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by City, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit ____ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

54.5 Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform City immediately when a CBE or SBE firm is not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE or SBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify OESBD, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without OESBD’s prior written consent, which consent shall not be unreasonably withheld.

54.6 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City’s sole contractual remedy for Contractor’s breach of the Commitment, but

shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

54.7 Contractor acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify City in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

54.8 OESBD may modify the Commitment in connection with any amendment, extension, modification, change order, or Work Authorization to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

54.9 Contractor shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow City and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE or SBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

54.10 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment.

ARTICLE 55 PUBLIC RECORDS

To the extent Contractor is acting on behalf of City as provided in Section 119.0701, Florida Statutes, Contractor shall:

55.1 Keep and maintain public records required by City to perform the services under this Contract;

55.2 Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

55.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to City; and

55.4 Upon completion or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contactor transfers the records to City, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling City to exercise any remedy provided in this Contract or under applicable law, all of such remedies being cumulative.

A request for public records regarding this Contract must be made directly to City, who will be responsible for responding to any such public records requests. Contactor will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Contactor contends constitutes or contains trade secrets or contends is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event a third party submits a request to City for records designated by Contactor as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contactor. Contactor shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) _____, _____@_____, _____, FLORIDA _____.

(The remainder of this page is intentionally left blank.)

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL WAGE REQUIREMENTS

1. Prevailing Wage Rate Ordinance - This Project is not federally funded. If the price of this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.
 - 1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.
 - 1.2. All mechanics, laborers, and apprentices, employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.
 - 1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the City Manager for final determination, which shall be binding.
 - 1.4. In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to City for any all costs incurred by City to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.
 - 1.5. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
 - 1.6. Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.
 - 1.7. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

1.8. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. Federal Grant Projects:

2.1. Because this Project will be funded, in whole or in part, by the United States government through _____[Federal Agency]_____ and referred to as _____ No. _____, all Federal assurances applicable to such funding, including any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R., shall apply to this Contract.

2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are hereby attached and made a part of this Contract. **[ATTACH RELEVANT DOCUMENTS IF SECTION 2 IS CHECKED]**

FORM 1: PERFORMANCE BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

BY THIS BOND, We _____, located at _____, phone _____, and _____, as Principal, hereinafter called Contractor, and _____, located at _____, phone _____, and _____, as Surety, under the assigned Bond Number _____, are bound to the City of _____, Florida ("City"), and Broward County, Florida, as dual Obligees (hereinafter jointly and severally referred to as "City/County"), in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with City, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and City for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays City/County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that City/County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City/County to be, in default under the Contract, with City having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City/County elects, upon determination by City/County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City/County on the same terms and conditions as the Contract Documents unless otherwise

agreed by City/County, and shall make available as work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price , which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City/County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

____ day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 2: PAYMENT BOND

Project Name: «Project_Name»
Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, phone _____, and _____, as Surety, located at _____, phone _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to the City of _____, Florida ("City") and Broward County, Florida (hereinafter jointly and severally referred to as "City/County"), as dual Obligees, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ of _____, 20_____, entered into a Contract, Bid/Contract No. _____, with City for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

- 1. Pays City/County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that City/County sustains because of default by Contractor under the Contract; and
- 2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to

Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

- C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.
- D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this [] day of [], 20[].

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

Print Name

By: _____
Authorized Signor

Print Name and Title

[] day of [], 20[]

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

(Print Name)

Signature

(Print Name)

By _____
Agent and Attorney-in-Fact

(Print/Type Name)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: CITY OF _____
RE: BID NUMBER: _____

BIDDER: _____
Name: _____
Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:
Name: _____
Address: _____

Phone: _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)

**FORM 5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY)
FORM**

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:

City of _____, Florida
City Manager

_____, Florida ____

Date of Issue _____

Issuing Bank's No. _____

Applicant: _____

Amount: _____
(in United States Funds)

Expiry: _____
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____ (Bank, Issuer Name) at _____ (Branch Address) by order of and for the account of _____ (Contractor, Applicant, Customer) up to an aggregate amount, in United States Funds, of \$ _____ available by your drafts at sight, accompanied by: A signed statement from the City Manager of the City of _____, Florida, or the City Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of _____ (Contractor, Applicant, Customer) agreed upon by and between the City of _____ and _____ (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. _____ for _____ (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated not later than _____ (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No. _____ (number), _____ of _____ (Bank _____ name) dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City Manager with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to City of _____ that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Contractor, Applicant, Customer).

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature



FINAL (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:			
Project Completion Date:			
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:		Telephone#: () () ()	Fax#: () () ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
CBE Subcontractor

Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:					

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

FORM 9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____
 Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20____

Contractor

By _____
 (Signature)

By _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

NOTARY PUBLIC:

 (Signature)

 (Print Name)

SEAL

My commission expires: _____

In accordance with the terms of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above date of Substantial Completion.

Contractor By _____ Date _____

City, through the City Manager, has determined the Work or portion thereof designated by City is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

CITY OF _____: _____
By City Manager Date _____

The responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows: _____

FORM 11: FINAL CERTIFICATE OF PAYMENT

Contract No. _____
Project (Name and Address): _____
To (City): _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant By _____ Date _____

City, through its City Manager, accepts the work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

CITY OF _____ : _____
By City Manager Date _____

FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____, from the City of _____, Florida, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases the City of _____ from all liens and claims whatsoever arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to the City of _____.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20____

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

Witness signature

Print/Type Name

Witness signature

Print/Type Name

Business Name

By: _____
Authorized Signor

Print/Type Name and Title

____ day of _____, 20____

FORM 13: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: _____, Contractor

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: _____
(Project Title, Contract Number)

The attached list of non-certified Subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified Subcontractors/sub-vendors are any Subcontractors/sub-vendors whose services under the Contract were not approved to meet the County’s participation CBE/SBE goal established for this Contract, and whose participation was not listed on Contractor’s “Schedule of Participation” and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

Contractor certifies the following:

- There were no other non-certified Subcontractors/sub-vendors who provided a service to the City for the referenced Contract. All participants on the Contract are listed on the attached list.
- There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

Notary Public:

(Seal) _____ (Signature)
_____ (Print Name)
Commission No: _____ Expires: ____/____/____

State of _____ at Large

LETTER OF INTENT (CBE/SBE)
To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE)
Subcontractor/Subconsultant

Project Name: «Project_Name»

Project Number: «Project_Number»

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to the City of _____'s RLI/Bid No. _____, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with the City of _____.

Name of CBE/SBE Firm: _____

Address of CBE/SBE Firm: _____

Expiration of CBE/SBE Certification: _____ Projected CBE/SBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE (Percentage %): _____

(Signature of Owner or Authorized Rep. **Prime**)

(Date)

Print Name (owner or authorized Rep. **Prime**): _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

Notary's Signature _____

Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. **CBE/SBE**)

Print Name (owner or authorized Rep. **CBE/SBE**): _____

(Date)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

Notary's Signature: _____

Notary Seal: _____

EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

On January 4, 2011, Governor Scott issued Executive Order 11-02, which a party to any State funded contracts to participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”). The E-Verify Program can be found at <http://www.uscis.gov/e-verify>.

The City has entered into a “Memorandum of Understanding” with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the “Memorandum of Understanding” with DHS and Executive Order 11-02, any Contractor performing work pursuant to a State funded contract issued by the City is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this Contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days after the effective date of this Contract by obtaining a copy of the “Edit Company Profile” page and making such record available to the City within seven (7) days after request from the City.
- (3) Requiring all persons, including Subcontractors, assigned by Contractor to perform work under this Contract to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Contract or within ninety (90) days after the effective date of the Contract between Contractor and the Subcontractor, whichever is later. Contractor shall obtain from the Subcontractor a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record available to the City within seven days from the City’s request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the City within seven days after City’s request.

[Continued on next page]

(Contractor's Signature)

(Print Vendor Name)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

SEAL

My commission expires: _____

STATEMENT OF CBE/SBE ASSURANCE

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

I, _____ (Authorized Official/Agent), on behalf of the _____ (Contractor), hereby agree to comply with the County Business Enterprise (CBE) or Small Business Enterprise (SBE) requirements of the RFP between the City of _____ and (your company) for _____ Project, and to comply with the following requirements.

1. Compliance with the City’s non-discrimination policy by providing a non-discrimination Statement;
2. Acknowledgment of the CBE/SBE percentage goal established on the project; and
3. Contract to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the RFP document.

Authorized Agent of Contractor

Printed Name & Title

Telephone Number/Fax Number

Date: _____