# CITY OF DANIA BEACH, FLORIDA

## TAYLOR LANE DRAINAGE IMPROVEMENTS PHASE I

## VOLUME I

## City Bid No. 16-011

## CONTRACT DOCUMENTS

**Prepared by:**

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

**SEPTEMBER, 2016**

Document 00002

**PROJECT DATA**

| | |
|---|---|
| Project Title: | Taylor Lane Drainage Improvements Phase I |
| City Bid Number: | 16-011 |
| Project Locations: | Taylor Lane – Between NE 10 Street and the End of Taylor Lane |
| Project Owner: | City of Dania Beach, Florida<br>100 West Dania Beach Boulevard<br>Dania Beach, Florida 33004 |
| City Commission: | Marco A. Salvino, Sr., Mayor<br>Albert A. Jones, Vice-Mayor<br>Chickie Brandimarte Commissioner<br>Bobbie H. Grace, Commissioner<br>Paul Fetscher, Sr., Commissioner |
| City's Representative: | Robert Baldwin, City Manager<br>City of Dania Beach, Florida<br>100 West Dania Beach Boulevard<br>Dania Beach, Florida 33004 |
| Copy as to City: | Thomas J. Ansbro, City Attorney<br>City of Dania Beach, Florida<br>100 West Dania Beach Boulevard<br>Dania Beach, Florida 33004 |
| For City: | Ronnie S. Navarro, P.E., Deputy Director/City Engineer<br>1201 Stirling Road<br>Dania Beach, Florida 33004<br>Telephone: 954-924-3615 |
| Project Consultant: | Glen Harrelson, P.E.<br>Premiere Design Solutions, Inc.<br>2900 Glades Circle, Suite 700<br>Weson, Florida 33327<br>Telephone: 954-237-7850 |

**END OF PROJECT DATA**

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# CITY OF DANIA BEACH
# NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida will be accepting sealed Bids for its **"Taylor Lane Drainage Improvements Phase I", City Bid No. 16-011.**

The work shall generally consist of drainage improvements for a portion of Taylor Lane in the City of Dania Beach, Florida ("City").

Sealed Bids will be received by the City Clerk until 10:00 A.M., on Friday, October 28, 2016, at the City of Dania Beach, City Hall, in the NW Conference Room located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004. Bids received after this time will be returned to the Bidder unopened.

## Project Documents

Contract Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov.

Bids are to be submitted on the form(s) provided. One (1) original, four (4) copies, and one (1) digital copy (.pdf) of Documents Numbered **00300, 00400, 00410, 00420, 00430, 00440, 00450, 00460, 00470, 00510, 00520 and, 00530,** as applicable, of Volume 1 of the Contract Documents must be submitted as part of the bid.

## Mandatory Pre-Bid Conference

A **MANDATORY Pre-Bid meeting** will be held on Monday, October 10, 2016, at 10:00 A.M. at City of Dania Beach, Florida, City Hall, in the NW Conference Room, located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, for all interested persons identified by the Owner as having received the Bid Documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. **Bidders must allow sufficient time to insure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.**

## BID DOCUMENTS

The envelope containing the bid must be sealed and be clearly marked in the lower left hand corner of the envelope **"Taylor Lane Drainage Improvements Phase I"; City Bid No. 16-011.**

All bid prices shall be guaranteed firm for a minimum of sixty (60) calendar days after the submission of the bid. No bidder may withdraw a bid within sixty (60) calendar days after the bid opening date.

Bids will be publicly opened and read aloud at 10:30 A. M., on the date referenced above, at City of Dania Beach, City Hall, NW Conference Room, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, in the presence of the City Clerk or her designee on the above stated date. Award of the bid will be made at a subsequent City Commission meeting.

All bidders are advised that the Owner has not authorized the use of the City seal by individuals or entities responding to City bids.

Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

Louise Stilson, City Clerk

CITY OF DANIA BEACH, FLORIDA

Published on: Monday, September 26, 2016

**Document 00020**

## NOTICE OF APPARENT LOW BIDDER

You are notified pursuant to the attached Bidder's List that you are the Apparent Low Bidder for the **"Taylor Lane Drainage Improvements Phase I"; City Bid No. 16-011**.

City of Dania Beach, Florida

Dated: _____, 2016.

**END OF NOTICE OF APPARENT LOW BIDDER**

**Document 00100**

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1.0
## DEFINITION OF TERMS

**1.1** **Addendum (Addenda, if more than one document):** A written or graphic document issued by the Owner prior to the opening of the Bid to modify or interpret any portion of the Work, Project or bid documents.

**1.2** **Additive Alternates:** Work items added to the Bid Base, at Owner's discretion.

**1.3** **Base Bid:** The amount stated on the Bid Form without Additive or Deductive Alternates for which the Bidder offers to perform the Work as described in the Contract Documents. The Base Bid must be based on the estimated quantities of the bid.

**1.4** **Bidder:** A person who or entity that timely submits a Responsive/Responsible Project bid.

**1.5** **Business Day:** Monday through Friday, excluding Owner's observed holidays, between the hours of 8:00 a.m. and 5:00 p.m. local time.

**1.6** **City:** The City of Dania Beach, Florida.

**1.7** **Consultant or Project Consultant:** Means the person or entity designated by the Owner as responsible for providing engineering and inspection services, architectural services, or both, if applicable, for the Project.

**1.8** **Contract Documents:** These include, but are not limited to the advertisement of the Bid, Notice to Bidders, Instructions To Bidders, Bid Form, Contractor's Qualification Statement, Bid Security Bond, Addendum, Addenda, Agreement, General Conditions, Supplemental Conditions, Bonds, Certification of Payment Forms, Consent of Surety, Agreement awarded for this Project, Project Closeout, Closeout Package Checklist, Specifications and Drawings, and any related other documents referenced in this paragraph 1.8, and any and all of documents which shall also constitute the Bidding Documents. The Contract Documents may consist of multiple bound volumes, together with bound drawings.

**1.9** **Deductive Alternates:** Work items removed from the Base Bid at the Owner's discretion.

**1.10** **Lowest Responsive/Responsible Bidder:** Means the person who or entity that has submitted a Bid that conforms in all material respects to the Contract Documents, and means the Bidder which is determined by the Owner to be fully capable of timely

completing the Work, and whose Overall Bid price, including all costs to the Owner, is the lowest price for the Project, as determined at Owner's sole discretion.

**1.11** **Notice of Intent to Award:** A written notice posted by the City Clerk's office stating the recommendation to be made to the City Commission identifying the Bidder recommended by City staff as the Lowest Responsive/Responsible Bidder.

**1.12** **Overall Bid:** The amount stated on the Bid Form with additive or deductive alternates, or both, if applicable, as selected by the Owner, at time of award for which the Bidder offers to perform the Work as described in the Contract Documents.

**1.13** **Owner:** The City of Dania Beach, Florida.

**1.14** **Project:** Shall have the same meaning as "Work" and may be used interchangeably.

**1.15** **Protest Committee:** Shall consist of the Owner's City Manager or his designee, a City designee and the Project Consultant, who shall have the authority to review, settle and resolve all bid protests. The Owner's City Manager, or his designee, shall serve as the chairperson of the committee. The City Attorney or designee shall be legal counsel to the committee.

**1.16** **Unit Price Bid:** The amount(s) stated in the Bid Form as a price per unit of measurement for materials, equipment, labor or all of the foregoing, as described in the Contract Documents.

**1.17** **Work:** Shall have the same meaning as Project and may be used interchangeably; it includes all aspects of the construction Project proposed in the Contract Documents and other bidding documents.

## ARTICLE 2.0
## PUBLIC ENTITY CRIMES STATEMENT

**2.1** In accordance with §287.133 (2) (a) Florida Statutes, a person who or affiliate that has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to 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 or supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (as of this writing $35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list. The "Sworn Statement on Public Entity Crimes" (Form 00440) is attached, must be completed, signed by a representative of the company authorized to do so, and returned in the bid submittal.

## ARTICLE 3.0
## QUALIFICATION OF BIDDERS

**3.1** When included in the bidding documents, the Bidder shall complete the Contractor's Sworn Qualifications Statement (Form 00420) attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

**3.2** If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid proposal, indicating current financial resources, liabilities, capital equipment, and financial history performance.

**3.3** A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

A. Reason to believe that collusion exists among the Bidders.

B. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.

C. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.

D. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.

E. Untimely bid proposals shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

**3.4** A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

A. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.

B. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.

C. The appearance of an unbalanced Bid Proposal, as determined by the Owner.

D. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.

E. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

**3.5** A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

A. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.

B. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

## ARTICLE 4.0
## SUBMISSION AND RECEIPT OF BIDS

**4.1** It shall be the sole responsibility of the Bidder to have its Bid delivered, whether by hand, U.S. Mail, or other delivery service to the office of the City Clerk before the closing hour and date shown for the receipt of Bid submittal.

**4.2** Bidders shall use the Bid Form furnished by the Owner, shall submit only one Bid, shall fill in all blank spaces in the Bid, **and shall return one original and four (4) copies documents numbered 00300, 00400, 00410, 00420, 00430, 00440, 00450, 00460, 00470, 00510, 00520 and 00530, as applicable, of Volume 1 of the Contract Documents;** failure to do so may result in disqualification of the proposed Bid.

**4.3** Bidding documents shall be completed in ink or typewritten, and all signatures shall be in **blue** ink. Bidding documents having any erasures or corrections shall be initialed by the Bidder in blue ink.

**4.4** Base Bid Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

**4.5** In the event of a mathematical error in the extension of unit price, or addition of total price, the unit price shall prevail.

**4.6** Each bid shall be signed with the firm name by an officer or an employee having the authority to bind the company or entity by his or her signature; failure to do so may cause the Bid to be invalid and, therefore, rejected.

## ARTICLE 5.0
## MODIFICATION AND WITHDRAWAL OF BID

**5.1** Prior to the time of Bid opening, a Bidder may withdraw its Bid at any time, by submitting a Notice of Withdrawal of Bid letter, but may not resubmit it. Such Bid shall be returned to the Bidder subsequent to the Bid opening. Bids may not be modified after submittal. After the Bid opening, no Bid may be withdrawn, cancelled or modified for a period of sixty (60) days after the time and date designated for the receipt of Bids.

## ARTICLE 6.0
## OPENING OF BIDS

**6.1** All Bids submitted will be opened and read aloud publicly at the City of Dania Beach, City Hall, in the NW Conference Room, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, on the date and at time stated in the Notice to Bidders, or as may be amended by addendum or addenda.

## ARTICLE 7.0
## BIDDING DOCUMENTS

**7.1** A complete set of the bidding documents shall be used by Bidders in preparation of bids; neither the Owner nor the Owner's Consultant assume any responsibility for errors or misrepresentations resulting from the use of any incomplete set of bidding documents.

**7.2** It shall be the Bidder's responsibility to thoroughly familiarize itself with the bidding documents prior to the submittal of a Bid; no allowance shall be made by the Owner for the Bidder's failure to do so.

## ARTICLE 8.0
## EXAMINATION OF CONDITIONS

**8.1** It shall be the Bidder's responsibility to submit the Acknowledgment of Inspection Form and visit the proposed Project sites to become thoroughly familiar with the nature and extent of the work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

## ARTICLE 9.0
## PRICES TO BE FIRM

**9.1** The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the Bid shall be firm for a period of not less than sixty (60) calendar days from the date of the Bid opening.

**9.2** The Proposal prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the designs, equipment and materials in any way involved in the work as well as all costs of packaging, transporting and delivery of any equipment and materials to the designated locations within the City, and site cleanup. If the Project exceeds a cost of Fifty Thousand Dollars ($50,000.00), the Contract is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances, Section 8-141 (a copy is attached as Exhibit "A, and made a part of and incorporated into the Bid Documents by this reference).

## ARTICLE 10.0
## DEFAULT PROVISION

**10.1** In the event of default by a successful Bidder, the Owner may procure the goods, services or both from other sources and hold the Bidder responsible for any excess costs, including but not limited to Project costs, administrative and legal fees incurred as a result of the Bidder's default. The Owner may take such action as it deems appropriate, legal or otherwise, for damages, specific performance or other relief.

## ARTICLE 11.0
## SIGNED BID CONSIDERED AN OFFER

**11.1** A signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed irrevocable upon submittal and accepted only after award by the City Commission and complete execution of an Agreement by all authorized City Officials.

## ARTICLE 12.0
## TAXES

**12.1** The Owner is exempt from State of Florida Sales Tax, and may be exempt from certain other taxes imposed by the state and federal governments.

## ARTICLE 13.0
## LAWS AND REGULATIONS

**13.1** All applicable laws and regulations of the federal government, State of Florida and Ordinances of Broward County and the Owner shall apply to any Contract awarded as a result of this Bid.

## ARTICLE 14.0
## QUANTITIES

**14.1** If applicable, quantities shown in the Contract Documents are estimated only. No guarantee or warranty is given or implied by the Owner as to the total amount that may or may not be awarded or purchased in connection with any resulting Contract.

**14.2** The Owner reserves the right to increase or decrease quantities at the time of award and for the duration of the Contract, payable at the Bidder's Unit Prices Bid, as bid by the successful Bidder.

**14.3** The quantities contained in the Contract Documents are for the Bidder's information only and will be used for tabulation and determination of the overall lowest responsive and responsible Bidder.

## ARTICLE 15.0
## QUALITY

**15.1** All items used in the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new, not used, remanufactured or previously used for demonstration purposes. The item(s) bid or the components of the item(s) bid shall be the current model, or of the best quality and highest grade workmanship unless otherwise specified in the Contract Documents.

## ARTICLE 16.0
## MATERIAL SAMPLES

**16.1** Material samples, when requested, shall be furnished prior to or at the Bid opening unless otherwise specified, and shall be delivered and retrieved free of expense to the Owner, and if not used in testing or destroyed, will be returned upon written request of the Bidder within ten (10) calendar days of the Bid award.

## ARTICLE 17.0
## BRAND NAMES

**17.1** Whenever proprietary names are specified, whether or not followed by the words "or equal", they shall be subject to equals as approved and accepted as "equal" by the Owner, as it shall be the Owner's perogative to select which items are the lowest bid, item by item, meeting specifications from the information furnished by the Bidder with its Bid and to review, sample inspect and test the items specified in the Contract Documents.

## ARTICLE 18.0
## ACCEPTANCE OF MATERIAL

**18.1** The materials delivered under this Bid shall remain the property of the Contractor until a physical inspection and acceptance by the Owner occurs, or actual usage or incorporation into the Work of the materials is accepted by Owner. All materials shall comply with the items and the specifications described in the Contract Documents. In the event a material supplied to the Owner is found to be defective or does not conform to the specifications, the Owner reserves the right to cancel the order upon written notice to the Contractor, and return the material to the Contractor at the Contractor's expense without any obligation.

## ARTICLE 19.0
## DELIVERY

**19.1** All items shall be free on board (F.O.B.) delivered with freight charges prepaid and included in the total cost, to the address(es) as specified by the Owner.

**19.2** Time will be of the essence for any orders placed as a result of this Bid. The Owner reserves the right to cancel such order(s) or part(s) of them without obligation, if delivery is not made at the time(s) specified in the Contract Documents and to hold the Contractor in default.

## ARTICLE 20.0
## MANUFACTURER'S CERTIFICATION

**20.1** The Owner reserves the right to request from Bidder(s) separate manufacturers' certification(s) of all statements made in the Bid.

## ARTICLE 21.0
## COPYRIGHTS, TRADEMARKS AND PATENT RIGHTS

**21.1** The Bidder warrants that there will be and have been no violation of copyright, trademark and patent rights in manufacturing, producing or securing the materials, goods or any services ordered as a result of this Bid, and the Bidder expressly agrees to indemnify and hold the Owner, its officers, employees and agents harmless from all liability, losses or expenses arising from such violation or alleged violation.

## ARTICLE 22.0
## MATERIAL SAFETY DATA SHEETS

**22.1** The Bidder shall include with the Bid, when applicable, manufacturers' Material Safety Data Sheets ("MSDS") for those items required to have them by federal law.

## ARTICLE 23.0
## FLORIDA TRENCH SAFETY ACT

**23.1** The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

## ARTICLE 24.0
## CONFLICT OF INSTRUCTIONS

**24.1** If a conflict exists between the General Conditions and the Instructions stated in these Bid Documents, or between the Specific Conditions and the Instructions, the Owner's interpretation shall govern.

## ARTICLE 25.0
## INTERPRETATION OF BIDDING DOCUMENTS; QUESTIONS AND ANSWERS

**25.1** All questions requiring clarification or interpretation of the bidding documents shall be made in writing and shall be delivered to the Owner (and its Consultant, if applicable) at least ten (10) business days prior to the date for receipt of Bids. No questions shall be answered during the five (5) business days prior to the date for receipt of Bids.

**25.2** Questions regarding the Notice to Bidders, Instructions to Bidders, Bid Form, Bid Security, Contractor's Qualification Statement, Agreement between Owner and Contractor, Bonds, Insurance, General Conditions and Supplemental Conditions shall be directed to Brad Kaine, Director of the Public Services Department, with the City of Dania Beach, Florida. Questions relating to Soil Investigation Data, Material/Equipment Substitutions Technical Specifications, plans and drawings shall be directed to the Consultant, when applicable. Any modification or interpretation of the bidding documents lies within the sole and exclusive judgment of the Owner or its Consultant, and shall be made in writing in the form of an Addendum or Addenda to all those who or which are recorded by the Owner or its Consultant as having obtained a complete set of the bidding documents.

**25.3** Interpretations or modifications of the bidding documents made in any manner other than an Addendum or Addenda issued by the Owner or its Consultant shall not be binding.

**25.4** A Bidder, prior to submitting its Bid, shall ascertain that it has received any Addendum or all Addenda issued, and shall acknowledge their receipt in the Bid Form.

**25.5** Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the Bid.

## ARTICLE 26.0
## SUBSTITUTIONS

**26.1** The Bidder represents that its Bid is based upon the materials, equipment and services described in the bidding documents. Requests for substitutions, unless otherwise stated, will be considered in the same manner as SECTION 25.0, above, INTERPRETATION OF BIDDING DOCUMENTS; QUESTIONS AND ANSWERS.

## ARTICLE 27.0
## RESERVATIONS FOR REJECTIONS AND AWARD

**27.1** The Owner reserves the right to accept or reject all Bids or parts of Bids, to waive irregularities and technicalities and to request rebids.

**27.2** The Owner reserves the right to award contracts on such item(s) or service(s) the Owner deems will serve its best interests.

**27.3** The Owner reserves the right to award contracts on a split order basis, or any such combination that will best serve the interests of the Owner.

**27.4** No premiums, rebates or gratuities shall be permitted, either with, prior to, or after delivery of goods or services on any resulting bid award. The existence of any such item may result in the cancellation of an award of contract.

## ARTICLE 28.0
## CONTRACT AWARD AND EXECUTION

**28.1** Until final and complete execution by City officials of a contract, the Owner reserves the right to reject bids, with or without cause, and to waive any informality or irregularity. No contract shall become effective unless and until it is completely executed by all parties to it.

**28.2** Notwithstanding the provisions of section 3.5 of the Instructions to Bidders, upon acceptance of a Bid award and an Agreement by the Owner, the successful Bidder shall deliver the executed Contract, accompanied by the required bonds, and any other items requested, to the Owner within fourteen (14) calendar days after award. Failure to do so may be deemed a breach by the Bidder and may result in the Owner's retention of the bid security as described in the Instructions to Bidders, and may also result in Owner's cancellation of the award of the Contract. If the Owner determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, Owner shall notify Contractor of such deficiency, after which Contractor shall have seven (7) business days to cure such deficiency. Failure to cure such deficiency will be deemed as a breach of Agreement by the Bidder, shall result in retention of bid security and shall result in Owner's cancellation of the award of the Agreement.

**28.3** The Owner reserves the right to hold all proposals and bid guarantees for a period not to exceed sixty (60) days after the date of bid opening stated in the Notice to Bidders.

**28.4** In no case will the Bid award be made until all necessary investigations, if determined to be necessary, have been made into the responsibility of the low responsive and responsible Bidder selected by Owner, and the Owner is satisfied that the Bidder is qualified to do the Work and has the necessary organization, capital and equipment to carry out the provisions of the Contract within the time specified.

## ARTICLE 29.0
## BID PROTEST PROCEDURE

**29.1** After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a

factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

**29.2** A Bid Protest Bond shall accompany the protest, to compensate the Owner for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the Owner. The deposit shall be in the form of a cashier's check, and shall be one percent (1%) of the amount of the pending award or Five Thousand Dollars ($5,000.00), whichever is less.

**29.3** **Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all bid protests.

**29.4** If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken to remedy it.

**29.5** In the event of a timely protest, the City Manager shall stay the award of the Contract unless after consulting with the City Attorney and a representative from the Owner's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the Owner. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

## ARTICLE 30.0
## SECURITY

**30.1** **Bid Security:** Simultaneously with the delivery of an executed Bid to the Owner, when required, the Bidder shall furnish to the Owner a Bid Security equal to five percent (5%) of the total amount specified in the Bid, as security for the faithful execution of a Contract with the Owner in the event of a bid award by the City Commission.

**30.2** Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Contract by the City Commission and execution by the successful Bidder and the appropriate City officials.

**30.3** Failure of the successful Bidder to execute a Contract, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid (or RFP or RLI, as applicable) shall be just cause for the rescission of the award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it

sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

**30.4 Performance and Payment Bond:** Simultaneously with the delivery of the executed Contract to the Owner, the Contractor shall furnish executed Performance and Payment xz in an amount equal to one hundred percent (100%) of the total Contract value, or other acceptable security as otherwise permitted in Section 255.05, Florida Statutes, as security for the faithful performance of the Contract and for the payment to all persons performing labor, furnishing materials, or both in connection with the Project. Bonds shall be submitted on the forms provided by the Owner. The condition of the obligations is such that, if the Contractor shall promptly and faithfully perform the Contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Contract, and shall fully indemnify and save harmless the Owner and its officers, employees and agents for all costs and damages it may suffer by reason of failure to do so, then the bond obligation shall be null and void; otherwise it shall remain in full force and effect.

**30.5 Warranty Bond:** The Contractor shall furnish a Warranty Bond in the amount of ten percent (10%) of the actual cost of the Work, upon acceptance of the Work by the Owner. Such Bond shall be submitted on the form, Document 00910, contained in the Contract Documents.

**30.6 Qualifications of Surety:** Surety companies issuing Bid Bonds, Performance and Payment Bonds and Warranty Bonds shall fulfill each of the following provisions, and the Bidder shall provide evidence to document such fulfillment:

A. The surety company is licensed to do business in the State of Florida.

B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.

C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Bid is issued.

D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.

E. The surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.

F. Each bond shall contain all provisions required by §255.05, Florida Statutes, as it may be amended from time to time.

G. Each bond shall be issued by a Florida resident agent.

H. Qualifications: As to companies being rated acceptable:

A Bid Bond, Performance and Payment Bonds and Warranty Bonds must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

In addition to the above minimum qualifications, the Surety Company must meet the following additional qualifications.

The Surety Company shall have at least the following minimum ratings:

| **Amount of Bond** | **Policyholder's Rating** | **Financial Size Category** |
|---|---|---|
| under $2,000,000.00 | A- | Class VI or higher |
| $2,000,000.00 and over | A | Class VII or higher |

All Surety Companies are subject to review and approval by the Owner and may be rejected without cause. All bonds signed by an Agency must be accompanied by a Certificate of Authority to act.

When the contract amount of the Project does not exceed $500,000.00, surety companies issuing Bid Bonds, Performance and Payment Bonds and Warranty Bonds shall fulfill each of the following provisions, and the Bidder shall provide evidence to document such fulfillment:

A. The surety company is licensed to do business in the State of Florida.

B. The surety company holds a Certificate of Authority authorizing it to write surety bonds in the State of Florida.

C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Bid is issued.

D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.

E. The surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

**30.7 Duration of Bonds:** Performance and Payment Bonds shall remain in force until acceptance of Work by the Owner; however, if the Contract is terminated, they shall remain in force for one (1) year from the date of termination of this Contract, as protection to the Owner against losses resulting from latent defects in materials or improper performance of work under the Contract that may appear or be discovered during that period. Warranty Bonds shall remain in force for one (1) year from the date of acceptance of the Work by the Owner.

**30.8 Non-compliance:** Contractor's failure to deliver any executed Performance Bond and Payment Bond and Warranty Bond in a form acceptable to the Owner shall constitute a material breach of the Agreement.

**30.9 Exemption of Requirements for Bonds:** Pursuant to §255.05, Florida Statutes, as it may be amended from time to time, if the construction contract with the Owner is for $200,000.00 or less, the Contractor may be exempted from executing the statutorily required Performance and Payment Bonds, at the discretion of the City Manager.

A. In the event the Owner exempts the Performance Bond and Payment Bond requirements, the Owner's elected officials, employees, agents or consultant shall not be personally liable to persons suffering loss because of granting such an exemption.

B. Contractor shall include the cost of providing such bonds in Document 00300, the Bid Form.

## ARTICLE 31.0
## DETERMINATION OF APPARENT LOW BIDDER

**31.1** Subsequent to the submission of Bids, the Owner's staff shall determine the Bidder that staff believes to be the lowest responsive and responsible Bidder (the "Apparent Low Bidder"). Upon such determination, the Owner shall provide the Apparent Low Bidder in writing a "Notice of Apparent Low Bidder."

**END OF INSTRUCTIONS TO BIDDERS**

**Document 00300**

**BID TO**

**THE CITY OF DANIA BEACH, FLORIDA**

PROJECT: **Taylor Lane Drainage Improvements Phase I**

CITY BID NO. **16-011**

COMMENCEMENT: UPON OWNER'S ISSUANCE OF "NOTICE TO PROCEED"

FINAL COMPLETION: ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM ISSUANCE OF A "NOTICE TO PROCEED"

BID BOND: 5% (FIVE PERCENT) OF THE TOTAL AMOUNT OF THE BID

Made as of _____, 2016.

BIDDER: _____

ADDRESS: _____

_____

_____

CONTACT PERSON:_____

TELEPHONE: _____

FACSIMILE: _____

ORGANIZATION TYPE: _____ INDIVIDUAL

_____ PARTNERSHIP

_____ CORPORATION

_____ OTHER

## ARTICLE 1.0
## ACCEPTANCE OF BID

**1.1** This Bid shall be open to acceptance and is irrevocable for sixty (60) calendar days from the Bid closing date.

## ARTICLE 2.0
## EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**2.1** Notwithstanding the provisions in section 3.5 of the Instructions to Bidders, upon Owner's acceptance of the Bid within the aforementioned time period, the Bidder shall within fourteen (14) calendar days after Notice of Award: 1) execute the Agreement between Owner and Contractor; 2) furnish the required Performance and Payment Bonds; and 3) provide all Internal Revenue Service documents, as required by law.

**2.2** Should the Bidder fail to execute the Agreement, furnish the required Bonds, furnish the required Certificates of Insurance or all of the foregoing and any other items requested, within the specified time period, the Bidder's entire security shall be retained by the Owner as its damages by reason of the Bidder's failure to comply in any one or more instances. Such failure may result in Owner's cancellation of the award of the Contract.

**2.3** In the event the Bid is not accepted within the aforementioned time period, the required security deposit shall be returned to the Bidder upon satisfactory execution of an Agreement with the successful Bidder, or the rejection of all Bids, or unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## ARTICLE 3.0
## SUBMITTAL OF BID

**3.1** The Bidder shall submit the Bid on the forms provided in these Bid Documents.

## ARTICLE 4.0
## BIDDER'S ACKNOWLEDGMENTS

**4.1** By submission of this Bid, the Bidder or Respondent acknowledges that it has thoroughly examined all plans, specifications, Bid and Contract Documents; understands the insurance requirements and will comply fully with such requirements; has thoroughly familiarized itself with all existing site conditions; understands that no allowances shall be made by the Owner for the Bidder's or Respondent's failure to do same; and that the Bidder or Respondent offers to enter into an Agreement with the Owner to furnish all labor, materials and equipment to perform all work included in it and in accordance with the plans, specifications, bid and Contract Documents.

**4.2** The Bidder agrees to be bound by the bid protest procedures, as outlined in Article 29 of the Instructions to Bidders.

**4.3** The Bidder understands and agrees that the contract is not subject to arbitration.

**4.4** The Bidder agrees to the change order procedures, as outlined in Article 7.0 of the General Conditions of the Contract.

**4.5** If the Bidder makes false statements or provides false information with respect to any portion of the bidding documents, the Bidder acknowledges that Bidder may be disqualified, in accordance with Section 3.4 (D) of the Instructions to Bidders.

**4.6** The Bidder understands and agrees with the form of the bidding documents as presented, absent any inadvertent drafting or technical errors.

**4.7** The Bidder acknowledges that the terms and conditions of the Contract Documents are not subject to negotiation.

## ARTICLE 5.0
## REPRESENTATIONS

**5.1** The Owner is expressly relying upon the Bidder's representations for awarding the Contract for this Project to the Bidder. Therefore, the Bidder unequivocally represents that the statements and information provided in response to the Bid are truthful.

**5.2** The Bidder and all persons signing on behalf of the bidding person or entity have the legal authority to bind the Bidder to the terms and conditions of the Contract and Project Specifications.

**5.3** There are no legal impediments, conditions or orders, which would preclude the Bidder from satisfactorily performing the Contractor's duties as outlined in the bidding documents.

## ARTICLE 6.0
## BID TAB

Bid tab is located on the following page.

City of Dania Beach
Project Name: Taylor Lane Drainage Improvements Phase I
City Bid No. 16-011

| BID TABULATION | | | | | |
|---|---|---|---|---|---|
| **Item No:** | **Description** | **Unit** | **Unit Price** | **Quantity** | **Cost** |
| | | | | | |
| **Earthwork and Paving** | | | | | |
| 1 | Pavement Restoration | SY | | 600 | |
| 2 | Proposed Asphalt (1 1/4") | SY | | 4000 | |
| 3 | Proposed Asphalt (3/4") | SY | | 4000 | |
| 4 | 12" Limerock | SY | | 4000 | |
| 5 | 12" Stabilized Subgrade | SY | | 4000 | |
| 6 | Proposed Grading | CY | | 200 | |
| 7 | Asphalt Removal | SY | | 4600 | |
| 8 | Asphalt Apron | SY | | 50 | |
| 9 | Adjust Sanitary Sewer Manhole | EA | | 2 | |
| 10 | Guardrail | LF | | 400 | |
| 11 | Guardrail End Anchorage | EA | | 4 | |
| 12 | Sodding | SY | | 175 | |
| 13 | Curb and Gutter – Type F | LF | | 560 | |
| | | | | **Sub---total** | |
| **Drainage** | | | | | |
| 1 | Catch Basin | EA | | 7 | |
| 2 | Control Structure | EA | | 1 | |
| 3 | Core Into Existing Catch Basin | EA | | 2 | |
| 4 | Remove Existing Catch Basin | EA | | 3 | |
| 5 | Drainage Piping | LF | | 792 | |
| 6 | Swale Underdrain | SY | | 175 | |
| | | | | **Sub---total** | |
| **Erosion Control** | | | | | |
| 1 | Silt Fence | LF | | 3500 | |
| 2 | Hay Bales | EA | | 75 | |
| 3 | Floating Turbidity Barrier | LF | | 75 | |
| | | | | **Sub---total** | |
| **Miscellaneous** | | | | | |
| 1 | Mobilization | LS | | 1 | |
| 2 | Pavement Marking and Signage | LS | | 1 | |
| 3 | Maintenance of Traffic | LS | | 1 | |
| 4 | Testing (Density test, etc) | LS | | 1 | |
| 5 | Survey/Stakeout/As-Built Drawings | LS | | 1 | |
| | | | | **Sub---total** | |
| **ALLOWANCES** | | | | | |
| 1 | Permit Allowance | LS | | 1 | $5,000.00 |
| 2 | City Contingency | LS | | 1 | $75,000.00 |
| 3 | Additional Asphalt Mill and Resurface | LS | | | 15,000.00 |
| | | | | **Sub---total** | |
| | | | | | |
| **TOTAL COST =** | | | | | |

Name of Contractor/Contact Person: _____
Authorized Signature:_____ Date:_____

## ARTICLE 7.0
## ACKNOWLEDGMENT OF ADDENDUM

**8.1** The Bidder acknowledges the receipt of the following addendum (or addenda) issued by the Owner. The Addendum or Addenda is/are incorporated into and made part of the Contract Documents for this Project.

Addendum No. _____ Addendum No. _____

Date _____ Date _____

Addendum No. _____ Addendum No. _____

Date _____ Date _____

Addendum No. _____ Addendum No. _____

Date _____ Date _____

_____ _____

Signature Title

## ARTICLE 8.0
## SIGNATURES AND SEAL

**WITNESSES**:

_____

Signature

_____

**PRINT** Name

_____

Signature

_____

**PRINT** Name

(CORPORATE SEAL)

**CONTRACTOR:**

_____

Name of Contractor

_____

Signature

_____

**PRINT** Name, Title

_____, 2016

**END OF BID**

**Document 00400**

**INSURANCE AGENT STATEMENT ***

I have reviewed the insurance requirements in **City Bid No. 16-011** with the Bidder or Respondent, _____ and the Bidder or Respondent can meet all of the insurance requirements as required in Article 8.0 of Document No. 00500 of the Bid Documents. In addition:

The policies for such insurance requirements described in the Bid Documents carry the following deductibles:

Liability policy for this particular Bid is $_____, and claims made _____, 20___.

_____
Name of Insurance Agent

_____
Signature
(Corporate Seal or Notary information below is required)

STATE OF FLORIDA )
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me on _____, 2016, by _____, as _____ on behalf of _____ ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
Print Name: _____

**NOTE: A representative of the company must submit an original Insurance Agent's form included in this Bid, together with the "Official" Certificates of Insurance before or on the fourteenth (14th) Business Day after the issuance of the Notice of Apparent Low Bidder (excluding the day the Notice is sent), to the attention of the City Clerk's Office and Risk Manager. THE CITY MUST RECEIVE THE OFFICIAL CERTIFICATES OF INSURANCE BEFORE THE AWARDED AGREEMENT IS SIGNED BY THE CITY.**

***A COPY OF THIS STATEMENT IS TO BE SUBMITTED WITH THE BID WITH THE COPY OF THE BIDDER'S OR RESPONDENT'S "PRELIMINARY" COPY OF CERTIFICATES OF INSURANCE.***

**Document 00410**

**BID SECURITY FORM**

All bids shall be accompanied by a Bid Security in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in the Instructions to Bidders, and on the attached form, or in the alternative, a cashier's check drawn on a Florida bank, payable to the "City of Dania Beach, Florida". The amount of the bid security deposit shall be equal to five percent (5%) of the TOTAL amount of the bid.

**ATTACH CASHIER'S CHECK HERE**

**OR**

**COMPLETE BID BOND (USE ATTACHED FORM ONLY)**

**BID BOND**

**BIDDER**

_____
Name

_____
Address

**SURETY**

_____
Name

_____
Address

**FLORIDA RESIDENT AGENT**

_____
Name

_____
Address

_____ _____
Phone Fax

**OWNER**

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

**PROJECT: Taylor Lane Drainage Improvements Phase I**
**City Bid No. 16-011**

| _____ | _____ | _____ | $_____ |
|---|---|---|---|
| **Bid Due Date** | **Bond Number** | **Bond Date** | **Penal Sum** |

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

**IDENTITY OF BIDDER**

_____
Corporate Name and Seal
(or other Full Legal Name)

_____
Signature

_____
Printed Name and Title

_____
Attest

_____
Attest

**IDENTITY OF SURETY**
**(Attach Power of Attorney)**

_____
Corporate Name and Seal
(or other Full Legal Name)

_____
Signature

_____
Printed Name and Title

_____
Attest

_____
Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by Owner) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by Owner) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or

   3.2 All bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the bidding documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).

4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from Owner’s City Clerk, which notice will be given with reasonable promptness, identifying the Bid Security Bond and the Project, including a statement of the amount due.

5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bidder and Surety, and in no case later than one (1) year after bid due date.

7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.

8. Notices required under this Bid Bond shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

11. The term "bid" as used in this document includes a bid, offer or proposal, as applicable.

**END OF BID BOND**

**Document 00420**

**CONTRACTOR'S SWORN QUALIFICATION STATEMENT**
**(PLEASE READ CAREFULLY)**

**THE UNDERSIGNED CERTIFIES UNDER OATH THAT ALL STATEMENTS AND ALL ANSWERS ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE:**

Submitted to: City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

PROJECT TITLE: **Taylor Lane Drainage Improvements Phase I**

CITY'S BID NO. **16-011**

TYPE OF CONTRACTOR

| | | | |
|---|---|---|---|
| _____ | General | _____ | Landscape |
| _____ | Water and Sewer | _____ | Paving and Drainage |
| _____ | Other | Specify _____ | |

ORGANIZATION: _____
ADDRESS: _____
TELEPHONE: _____ FAX: _____
PRINCIPAL OFFICE ADDRESS:_____

HOW DID YOU LEARN OF THE REQUEST FOR BIDS FOR THIS PROJECT? (**Answer is <u>required</u>**) _____

1. Years your organization has been in business as a contractor? _____
2. Years your organization has been in business under its present business name? _____
3. If a corporation, answer the following:

   (A) Date of incorporation: _____
   (B) State of incorporation: _____
   (C) President's name: _____
   (D) Vice President's name: _____
   (E) Secretary's name: _____
   (F) Treasurer's name: _____
   (G) All Directors' names: _____

(H) All Shareholders' names _____
(unless too extensive to respond; if so, indicate number of shareholders if known):
_____
_____
_____

4. If an individual or partnership, answer the following:

(A) Date of organization: _____

(B) Name and address of all partners (state whether general or limited partnership):
_____
_____
_____
_____

5. If other than a corporation or partnership, describe organization and name of principals:
_____
_____
_____
_____

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed. _____
_____
_____

7. We normally perform the following work with our own forces: _____
_____
_____

8. Have you ever failed to complete any work awarded to you? Yes____ No _____
If so, note when, where and why. _____
_____
_____

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?
Yes _____ No _____ If yes, attach a separate sheet of explanation.

10. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes _____ No _____ If yes, attach a separate sheet of explanation.

11. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Owner?
Yes _____ No _____ If yes, attach a separate sheet of explanation.

12. Within the last ten years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?
Yes _____ No _____ If yes, attach a separate sheet of explanation.

13. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000.00?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

14. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

15. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted, fined or both for any criminal activity within the last five years?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

16. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

17. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes _____ No _____ If yes, attach a separate sheet of explanation.

18. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

    Yes _____ No _____ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

    Yes _____ No _____ If yes, attach a separate sheet of explanation.

20. On the attached supplemental sheets, list major projects your organization has in progress, giving the name of project, owner, landscape/architect or architect/engineer, contract amount, percentage of project completed and the scheduled completion date.

21. On the attached supplemental sheets, list similar major projects your organization has completed in the past five (5) years, giving the name of the project, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

22. On the attached supplemental sheets, list the equipment that your organization owns, leases or will lease or purchase that will be utilized to complete this project.

23. On the attached supplemental sheets, list the construction experience of the key individuals of your organization, who will be working on this project.

24. On the attached supplemental sheets, indicate the number of years of experience your organization has in providing successful performance involving projects of a similar magnitude, scope and value as this project. The minimum years of experience shall be five (5) years.

25. On the attached supplemental sheets, list the section of work, name of subcontractor and construction experience of the key individuals of your subcontractors who will be working on this project.

26. On the attached supplemental sheets, list the substitution labor/equipment/materials specified, if any, which are proposed for this project.

27. On the attached supplemental sheets, list the suppliers who or which will be furnishing materials or equipment for this project.

28. Trade References: _____

_____

_____

_____

29. Bank References: _____

_____

_____

30. Local Government References: _____

_____

_____

31. Name of bonding company and name and address of agent (if applicable to this project).

_____

_____

_____

_____

| | |
|---|---|
| _____ | _____ |
| **SIGNATURE** | Title |
| _____ | _____ |
| **PRINT** Name | Date |

## PROJECTS IN PROGRESS

| | |
|---|---|
| Project Title | Project Title |
| Address | Address |
| Owner | Owner |
| Owner's Telephone Number | Owner's Telephone Number |
| Contract Value | Contract Value |
| Percent Complete Completion Date | Percent Complete Completion Date |

---

| | |
|---|---|
| Project Title | Project Title |
| Address | Address |
| Owner | Owner |
| Owner's Telephone Number | Owner's Telephone Number |
| Contract Value | Contract Value |
| Percent Complete Completion Date | Percent Complete Completion Date |

## SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

| | |
|---|---|
| Project Title | Project Title |
| Address | Address |
| Owner | Owner |
| Owner's Telephone Number | Owner's Telephone Number |
| Contract Value | Contract Value |
| Percent Complete Completion Date | Percent Complete Completion Date |

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| | |
|---|---|
| Project Title | Project Title |
| Address | Address |
| Owner | Owner |
| Owner's Telephone Number | Owner's Telephone Number |
| Contract Value | Contract Value |
| Percent Complete Completion Date | Percent Complete Completion Date |

## EQUIPMENT LIST

The following equipment will be utilized to complete this Project:

**EQUIPMENT**

**CONSTRUCTION EXPERIENCE OF KEY PERSONNEL OF YOUR ORGANIZATION WHO WILL BE WORKING ON THIS PROJECT**

| | |
|---|---|
| Name | Name |
| Title | Title |
| Education | Education |
| Years With This Organization | Years With This Organization |
| Professional/Trade Experience | Professional/Trade Experience |

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| | |
|---|---|
| Name | Name |
| Title | Title |
| Education | Education |
| Years With This Organization | Years With This Organization |
| Professional/Trade Experience | Professional/Trade Experience |

## SUBCONTRACTORS

The following work will be performed (or provided) by Subcontractors and coordinated by the Contractor:

**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____
**PROFESSIONAL/TRADE EXPERIENCE:** _____

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**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____
**PROFESSIONAL/TRADE EXPERIENCE:** _____

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**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____
**PROFESSIONAL/TRADE EXPERIENCE:** _____

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**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____
**PROFESSIONAL/TRADE EXPERIENCE:** _____

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**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____
**PROFESSIONAL/TRADE EXPERIENCE:** _____

**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____

**PROFESSIONAL/TRADE EXPERIENCE:** _____

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**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____

**PROFESSIONAL/TRADE EXPERIENCE:** _____

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**SUBCONTRACTOR NAME:** _____/_____
NAME OF SUBCONTRACTOR CONTACT NAME/TITLE

**SECTION OF WORK:** _____

**PROFESSIONAL/TRADE EXPERIENCE:** _____

## SUBSTITUTIONS

The following substitution(s) to the labor/materials/equipment specified, if any, are proposed by the Contractor:

| SPECIFICATION | SUBSTITUTION |
|---|---|
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## MATERIAL/EQUIPMENT SUPPLIERS LIST

The following suppliers will be furnishing materials, equipment, or both for this Project:

| MATERIAL, EQUIPMENT, OR BOTH | SUPPLIER |
|---|---|
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**Document 00430**

## ACKNOWLEDGMENT OF INSPECTION

The Contractor acknowledges that the site(s), condition(s), or both, specified below have been inspected prior to submission of this Bid.

Deviation(s) from existing conditions, plans, or specifications evidenced by the Contractor shall be listed below. The Contractor shall not be relieved from its obligations to comply with all plans and specifications by its failure to note any deviations which may exist.

**DEVIATIONS: YES _____ NO _____**
**(IF YES, DESCRIBE DEVIATIONS BELOW)**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Inspection Date: _____

Inspected By: _____

_____
Signature

_____
**PRINT** Name

_____
Title

**END OF ACKNOWLEDGMENT OF INSPECTION**

**Document 00440**

**CITY OF DANIA BEACH, FLORIDA**

**Sworn Statement Under §287.133(3)(a), Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or Contract No**.** 16-011

2. This sworn statement is submitted by:_____
(name of entity submitting sworn statement)

its business address is: _____
_____
_____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is:_____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of “No Contest”).

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. _____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

_____ _____

Signature (of person whose Printed Name first appears above) Date

STATE OF FLORIDA )
COUNTY OF BROWARD )

Sworn to and subscribed before me on _____, 2016, by _____, who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public

_____
**PRINT** Name of Notary Public

My commission expires:

**END OF PUBLIC ENTITY CRIMES STATEMENT**

**Document 00450**

**NON-COLLUSION AFFIDAVIT**

The undersigned Bidder has not divulged, discussed, or compared his/her/its Bid with any other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever.

_____
Name of Bidder/Proposer

_____
Signature

_____
**PRINT** Name

_____
Title

_____, 2016
Date

STATE OF FLORIDA )
COUNTY OF _____ )

Sworn to and subscribed before me on _____, 2016, by _____ who (check one) [ ] is personally known to me or [ ] has produced _____, as identification.

_____
Notary Public

_____
**PRINT** Name of Notary Public

My commission expires:

**END OF NON-COLLUSION AFFIDAVIT**

**Document 00460**

**ACKNOWLEDGMENT OF CONFORMANCE**

**WITH**

**FLORIDA TRENCH SAFETY ACT**

**Taylor Lane Drainage Improvements Phase I**
**City Bid No.: 16-011**

To the City of Dania Beach, Florida:

_____, Contractor, acknowledges and agrees that as Contractor for the Owner, which may or will be working within the limits of the City of Dania Beach, Florida, has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss, which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. Contractor/Bidder represents to City that the cost of compliance with all such requirements has been included in the Bid.

| | Contractor: |
|---|---|
| _____ | _____ |
| Witness | Name of Contractor |
| _____ | _____ |
| **PRINT** Name | Signature |
| _____ | _____ |
| Witness | **PRINT** Name, Title |
| _____ | _____, 2016. |
| **PRINT** Name | Date |

(CORPORATE SEAL)

**END OF TRENCH SAFETY ACKNOWLEDGMENT**

**Document 00470**

**INDEPENDENCE AFFIDAVIT**

**Taylor Lane Drainage Improvements Phase I**
**City Bid No.: 16-011**

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I certify to the best of my knowledge that neither I nor any of the those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this Affidavit shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of this Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

_____

_____

_____

_____

_____
Signature (Blue ink only)

_____
**PRINT** Name

_____
Title

_____, 2016.
Date

STATE OF FLORIDA )
COUNTY OF _____)

Sworn to and subscribed before me on _____, 2016, by _____, who (check one) [ ] is personally known to me or [ ] has produced _____as identification.

_____
Name of Notary Public

_____
Print or Type Name of Notary Public

My commission expires:

**Document 00500**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS IS AN AGREEMENT,** entered into on **_____,** 2016

BETWEEN the Owner: City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

and the Contractor: _____
(Name and address) _____
_____
_____

The Project is: **Taylor Lane Drainage Improvements Phase I**

City Bid No.: **16-011**

The Project's location: **Taylor Lane – Between NE 10 Street and the End of Taylor Lane**

The Project consists of the following: **Drainage Improvements for Taylor Lane**
The Owner and Contractor agree as follows:

**ARTICLE 1.0**
**THE CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist of this Agreement, any Exhibits to it; Amendments, any Exhibits to any Amendments; other documents referenced or listed in this Agreement; including but not limited to those identified in Section 10.1.8 below, Conditions of the Contract (General, Supplementary, and other Conditions); Drawings; Specifications; Addendum or Addenda issued prior to the execution of this Agreement; modifications issued after execution of this Agreement, all bid documents and Contractor's response to them. All of the documents form the Agreement, and are as fully a part of the Agreement as if attached to it, or repeated in it. The Contract represents the entire and integrated Agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be changed and are not subject to negotiation.

## ARTICLE 2.0
## THE WORK OF THIS CONTRACT

**2.1** The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3.0
## DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**3.1** The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the Owner. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the Owner shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, Owner may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that Owner terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, Owner may terminate the Contract immediately, without providing an opportunity to cure.

**3.2** The Contractor shall achieve Substantial Completion not later than Ninety (90) calendar days and Final Completion of the entire Work not later than Thirty (30) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the Owner, subject to adjustments of this Contract Time as provided in the Contract Documents.

**3.3** The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by Owner as a result of Contractor's failure to timely complete all Work required by the date set forth above, the amount of one-tenth (0.01) of one percent (1%) of the contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars ($500.00) per day, which amount has been agreed to by the parties, is considered to be Owner's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

## ARTICLE 4.0
## CONTRACT SUM

**4.1** The Owner shall pay the Contractor, for the Contractor's performance of the Work the Contract Sum of _____ ($_____), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Contract Documents.

**4.3** The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways at the Owner's option:

a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved without additional fees.

b. By mutual acceptance of a lump sum price.

**4.4** Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

**4.5** Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

**4.6** Any funds paid in excess of the amount to which the Contractor or sub-conntractor is entitled under the terms of the Agrement must be refunded to the City.

**4.7** Any additional information as required in Section 215.97, Florida Statutes.

## ARTICLE 5.0
## PROGRESS PAYMENTS

**5.1** Based upon Applications for Payment submitted to the Consultant by the Contractor and Certifications of Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below, elsewhere in the Contract Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.3** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This Schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.4** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.5** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the Owner. The Contract may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until Owner acceptance of the Project and Owner has received evidence of satisfactory completion of the Contract.

(B) Ten percent (10%) of monies earned by the Contractor shall be retained by Owner until Final Completion and acceptance by Owner, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Contract Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and Owner shall grant such request, provided that there are no pending claims by the Owner for delay or otherwise, and provided further that there are no pending third party claims against the Owner as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Contract Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of thr Contract Administrator, such increase is necessary to protect the Owner from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Contract Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Contract Administrator may reduce retainage to a nominal amount at the sole discretion of the Contract Administrator. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, and Contractor shall have no entitlement to a reduction. Owner shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance Coveraage during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of Owner.

(C) Owner may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Contractor or Subcontractor Work not remedied.

2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor

3. Failure of Contractor to make payments properly to subcontractors or for material or labor.

4. Damage to another subcontractor not remedied.

5. Failure of Contractor to provide any and all documents required by the Contract Documents.

**5.6** Each Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the Owner, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

## ARTICLE 6.0
## FINAL PAYMENT

**6.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;

2) a final Certification of Payment has been issued by the Consultant; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Consultant's final Certification of Payment;

3) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and

4) a Consent of Surety, if any, for final payment.

## ARTICLE 7.0
## TERMINATION OR SUSPENSION OF AGREEMENT

### 7.1 TERMINATION BY THE CONTRACTOR:

A. The Contractor may terminate the Agreement if the Work is stopped for a period of twenty (20) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and

2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed.

**7.2 TERMINATION BY THE OWNER FOR CAUSE:**

1. The Owner may terminate the Agreement if the Contractor:

   a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

   b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including Owner;

   c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the Owner, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

   d. fails to obtain or maintain all insurance Coverage required by the Contract Documents; or

   e. otherwise is guilty of substantial breach of a provision of the Agreement or Contract Documents.

2. When the Owner terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

3. All damages, costs and charges incurred by Owner, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of such excess.

4. If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

## 7.3 TERMINATION BY THE OWNER FOR CONVENIENCE:

The Agreement may be terminated for convenience by Owner upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (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 acceptable Work performed prior to termination and shall not be entitled to any other costs, fees or payments.

## 7.4 SUSPENSION BY THE OWNER FOR CAUSE

The Owner may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the Owner, if the Contractor fails to maintain all insurance Coverage required by the Contract Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Contract Documents concerning Contractor delay.

## 7.5 SUSPENSION BY THE OWNER FOR CONVENIENCE

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the Owner may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

2. If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Contract Sum for increases in the cost of performance of the Contract resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

a. that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible;

b. that Contractor fails to adequately document the cost increase;

c. that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or

d. that an equitable adjustment is made or denied under another provision of the Agreement or Contract Documents.

## 7.6 RECEIPT OF NOTICE OF TERMINATION OR SUSPENSION

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Contract Documents, whether completed or in process.

## ARTICLE 8.0
## INSURANCE COVERAGE

**8.1** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

**The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:**

**8.1.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) <u>must</u> be included with your Bid submittal on the date and time of the Bid opening.**

If the "preliminary" certificates are not included with your Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

**8.1.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Bidder", then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.**

**8.1.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract.** The certificates shall contain a provision that coverage afforded under the policies will not be

canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

**8.1.4** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

## INSURANCE REQUIREMENTS

**8.1.5** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City and reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

**8.1.6 GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:**
**(to be confirmed on or attached to the Official Certificate of Insurance)**

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is added as "Additional Insured";

- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

**8.1.7 WORKERS' COMPENSATION INSURANCE** shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than and One Million Dollars ($1,000,000.00) employers' liability limits Part B.

**IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:**
**(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

**8.1.8 AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars ($1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:**
**(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach" is added as "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

**8.1.9.** During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor.

**8.1.10** Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

## ARTICLE 9.0
## ENUMERATION OF CONTRACT DOCUMENTS

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Agreement between Owner and Contractor.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction.

**9.1.3** The Supplemental and other conditions of the Contract are those contained in the Contract Documents dated _____ , 2016.

**9.1.4** The Specifications are those contained in the Contract Documents listed in the Table of Contents.

**9.1.5** The Drawings are dated N/A.

**9.1.6** The Addendum, if any, is in Section 00900 and summarized below:

| **Number** | **Date** |
|---|---|
| _____ | _____ |

**9.1.7** The Certification of Payment forms and Project Closeout Forms are those contained in the Contract Documents.

**9.1.8** Other documents forming part of the Contract Documents are as follows:

| | |
|---|---|
| 00001 | TITLE PAGE |
| 00002 | PROJECT DATA |
| 00003 | TABLE OF CONTENTS |
| 00004 | LIST OF DRAWINGS |
| 00010 | NOTICE TO BIDDERS |
| 00020 | NOTICE OF APPARENT LOW BIDDER |
| 00100 | INSTRUCTIONS TO BIDDERS |
| 00200 | GEOTECHNICAL REPORT – when applicable |
| 00300 | BID FORM |
| 00400 | INSURANCE AGENT STATEMENT |
| 00410 | BID SECURITY FORM |
| 00420 | CONTRACTOR'S SWORN QUALIFICATION STATEMENT |
| 00430 | ACKNOWLEDGMENT OF INSPECTION |
| 00440 | PUBLIC ENTITY CRIMES STATEMENT |
| 00450 | NON-COLLUSION AFFIDAVIT |
| 00460 | CONFORMANCE WITH FLORIDA TRENCH SAFETY ACT |
| 00470 | INDEPENDENCE AFFIDAVIT |
| 00500 | AGREEMENT BETWEEN OWNER & CONTRACTOR |
| 00510 | ACKNOWLEDGMENT IF INDIVIDUAL |
| 00520 | ACKNOWLEDGMENT IF PARTNERSHIP |
| 00530 | ACKNOWLEDGMENT IF CORPORATION |
| 00600 | PERFORMANCE BOND |
| 00610 | PAYMENT BOND |
| 00620 | CERTIFICATE(S) OF INSURANCE |
| 00630 | CONFORMANCE WITH OSHA STANDARDS |
| 00640 | HAZCOM TRAINING/INFORMATION |
| 00700 | GENERAL CONDITIONS |
| 00800 | SUPPLEMENTAL CONDITIONS |
| 00900 | ADDENDUM |
| 00910 | WARRANTY BOND |
| 00920 | CERTIFICATION OF PAYMENT AND PAY ESTIMATE APPROVAL FORM |
| 00930 | CERTIFICATION OF PAYMENT AND PARTIAL RELEASE OF CLAIM |
| 00940 | CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM |
| 00950 | CONSENT OF SURETY |
| 00960 | PROJECT CLOSEOUT |
| 00970 | CLOSEOUT PACKAGE CHECKLIST |

## ARTICLE 10.0
## MISCELLANEOUS PROVISIONS

**10.1** Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**10.2** Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

## ARTICLE 11.0
## GOVERNING LAW; CONSENT TO JURISDICTION

**11.1** The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from, or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

## ARTICLE 12.0
## SUCCESSORS AND ASSIGNS

**12.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract. Neither party to the Contract shall assign the Contract or any portion of it without advance written consent of the other.

## ARTICLE 13.0
## WRITTEN NOTICE

**13.1** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Owner designate the following as the respective persons and places for the giving of notice:

Owner's Representative: Robert Baldwin, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

| | |
|---|---|
| As to City: | Thomas Ansbro, City Attorney<br>City of Dania Beach, Florida<br>100 West Dania Beach Boulevard<br>Dania Beach, Florida 33004 |
| Project Manager: | Ronnie S. Navarro, P.E., Deputy Director/City Engineer<br>1201 Stirling Road<br>Dania Beach, Florida 33004<br>Telephone: 954-924-3615<br>Facsimile: 954-923-1109 |
| Project Consultant: | Glen Harrelson, P.E., Project Manager<br>Premiere Design Solutions, Inc.<br>2900 Glades Circle, Suite 700<br>Weson, Florida 33327<br>Telephone: 954-237-7850 |

## ARTICLE 14.0
## RIGHTS AND REMEDIES

**14.1** Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**14.2** No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

## ARTICLE 15.0
## DISPUTE RESOLUTION

### 15.1 CLAIMS AND DISPUTES

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and the Consultant.

B. **Process for Resolving a Claim.** The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. **Time Limits on Claims.** Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their respective subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Consultant shall recommend to the Contractor, with the Owner's approval, an equitable adjustment in the Contract Sum, Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.

F. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Consultant; 2) an order by the Owner to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Consultant; 4) failure of payment by the Owner; 5) termination of the Contract by the Owner; or 6) Owner's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Contract.

G. **Claims for Additional Time.**

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 4.3 (F) or

## 15.2 RESOLUTION OF CLAIMS AND DISPUTES

A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant: 2) submit a schedule to the parties indicating when the Consultant expects to take action; or 3) suggest a compromise. The Consultant may, at the Owner’s direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor’s Claim.

B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Consultant's preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Consultant; 2) modify the initial Claim; or 3) notify the Consultant that the initial Claim remains valid.

D. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the Owner’s decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The

Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**15.3** All claims, counterclaims, disputes and other matters in question between Owner and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

## ARTICLE 16.0
## BINDING AUTHORITY

**16.1** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

## ARTICLE 17.0
## HEADINGS

**17.1** Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

## ARTICLE 18.0
## EXHIBITS

**18.1** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

## ARTICLE 19.0
## SEVERABILITY

**19.1** If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

## ARTICLE 20.0
## ATTORNEY FEES

**20.1** Each party shall bear its own attorney fees for any litigation related to the Agreement.

## ARTICLE 212.0
## EXTENT OF AGREEMENT

**21.1** This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

## ARTICLE 22.0
## WAIVER

**22.1** Failure of the Owner to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

## ARTICLE 23.0
## CONFLICT

**23.1** In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

## ARTICLE 24.0
## PUBLIC RECORDS LAW

**24.1** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Owner.

**24.2** Upon request from the Owner custodian of public records, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**24.3** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

**24.4** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**24.5** Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

**24.6** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

## Section 119.0701(2)(a), Florida Statutes

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

| | |
|---|---|
| **Custodian of Records:** | **LOUISE STILSON, CITY CLERK** |
| **Mailing Address:** | **100 W. Dania Beach Boulevard**<br>**Dania Beach, Florida 33004** |
| **Telephone number:** | **954-924-9800, Ext. 3623** |
| **Email:** | **lstilson@ci.dania-beach.fl.us** |

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals effective the day and year written above.

**OWNER:**

**ATTEST:**

**CITY OF DANIA BEACH, FLORIDA**
a Florida Municipal Corporation

_____
Louise Stilson, CMC
City Clerk

_____
Marco A. Salvino, Sr.
Mayor

Approved as to Legal
Form and Correctness

_____
Robert Baldwin, City Manager

_____, 2016.

_____
Thomas J. Ansbro
City Attorney
_____, 2016.

**WITNESSES:**

_____
Signature

_____
**PRINT** Name

_____
Signature

_____
**PRINT** Name

**CONTRACTOR:**

_____

_____
Signature

_____
**PRINT** Name/Title

STATE OF FLORIDA )
COUNTY OF _____ )

The foregoing instrument was acknowledged before me on _____, 2016 _____, as _____, respectively, of _____, a _____ corporation, on behalf of the corporation. He/she/they is/are personally known to me or have produced _____ as identification and did (did not) take an oath.

_____
Notary Public

_____
**PRINT** Name of Notary Public

My Commission Expires:

**END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Document 00505**

**NOTICE TO PROCEED**

TO:

FROM: CITY OF DANIA BEACH, FLORIDA

PROJECT: TAYLOR LANE DRAINAGE IMPROVEMENTS PHASE I
CITY BID NO. 16-011

DATE: _____, 2016

---

You are notified that the Contract Times under the Agreement for the above Project will commence to run on _____, 2016. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Sections 3 and 6 of the Agreement, the date of substantial completion is _____, 2016 and readiness for final payment (final Completion) is _____, 2016.

Before you may start and Work at any Site, the Agreement requires you to deliver to the City, which shall be listed as an additional "named" insured, Certificates of Insurance that you are required to purchase and maintain in accordance with the Contract documents.

Also before you may start any Work at the site, you must:

(if necessary, add other requirements)

_____
_____
_____

By: _____

**Document 00510**

**ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF FLORIDA )
COUNTY OF _____)

On _____, 2016, before me personally appeared _____, an individual to me known, and known to me to be the person described in and who executed the foregoing Agreement and acknowledged that (s)he executed it and that (s)he has the authority to do so.

STATE OF FLORIDA )
COUNTY OF _____)

Sworn to and subscribed before me on _____, 2016, by _____, who (check one) [ ] is personally known to me or [ ] has produced _____as identification.

_____
Notary Public

_____
**PRINT** Name of Notary Public

My commission expires:

**END OF ACKNOWLEDGMENT – INDIVIDUAL**

**Document 00520**

**ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF FLORIDA )
COUNTY OF _____)

On _____, 2016, before me personally appeared _____ to me known, and known to me to be one of the members of the partnership of _____, described in and who executed the foregoing Agreement and acknowledged that (s)he executed it on behalf of the partnership, and that the same is the act and deed of the partnership and that (s)he has the authority to do so.

STATE OF FLORIDA )
COUNTY OF _____ )

Sworn to and subscribed before me on _____, 2016, by _____ who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public

_____
**PRINT** Name of Notary Public

My commission expires:

**END OF ACKNOWLEDGMENT – PARTNERSHIP**

**Document 00530**

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF FLORIDA )
COUNTY OF _____)

On _____, 2016, before me personally appeared _____ to me known and who, being duly sworn, did depose and say that (s)he is the_____ of _____ , the corporation described in and which executed the foregoing Agreement; that (s)he knows the seal of the corporation; that one of the impressions affixed to the Agreement is an impression of the seal of the corporation; that (s)he is a proper official of the corporation designated to execute such Agreement; that (s)he has the authority to do so; that (s)he has executed the same for and on behalf of the corporation; and that her/his act is the act and deed of the corporation.

STATE OF FLORIDA )
COUNTY OF _____ )

Sworn to and subscribed before me on _____, 2016, by _____ who (check one) [ ] is personally known to me or [ ] has produced _____as identification.

_____
Notary Public

_____
**PRINT** Name of Notary Public

My commission expires:

**END OF ACKNOWLEDGMENT – CORPORATION**

**Document 00600**

**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

_____

_____

_____

_____

**SURETY** (name and principal place of business):

_____

_____

_____

_____

**OWNER:**

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

**CONSTRUCTION CONTRACT**

Date: _____
Amount: _____
Date: _____
Amount: _____

Description
(name and location): **Taylor Lane Drainage Improvements Phase I**
**Taylor Lane – Between NE 10 Street and the End of Taylor Lane**
**City Bid No. 16-011**

**BOND**

Date (not earlier than Construction Contract Date): _____
Amount: _____
Modifications to this Bond: None _____ See Page(s) _____

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| (Corporate Seal) | (Corporate Seal) |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

_____
Address

_____
Telephone:

_____
Facsimile:

1. **DEFINITIONS**

(A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

(B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.

(C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

(D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.

3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.

4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

   (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and

   (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

   (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.

5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:

   (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

   (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

   (C) Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

(D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

(A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

(B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

(C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| (Corporate Seal) | (Corporate Seal) |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |
| | Dated: _____, 20___ |

**END OF PERFORMANCE BOND**

**Document 00610**

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

_____
_____
_____
_____

**SURETY** (name and principal place of business):

_____
_____
_____
_____

**OWNER:**

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

**CONSTRUCTION CONTRACT**

Project Name: **Taylor Lane Drainage Improvements Phase I**

City's Bid No.: **16-011**

Date: _____ Amount:_____

**The work shall generally consist of:**

**Drainage improvements on Taylor Lane**

**BOND**

Date (not earlier than Construction Contract Date): _____
Amount: _____

Modifications to this Bond: None _____ See Page(s) _____

**CONTRACTOR AS PRINCIPAL** **SURETY**

| | |
|---|---|
| (Corporate Seal) | (Corporate Seal) |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

_____

_____
Address

_____
Telephone

_____
Facsimile

1. **DEFINITIONS**

(A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

(B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.

(C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.

3. With respect to the Owner, this obligation shall be null and void if the Contractor:

   (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

5. The Surety shall have no obligation to Claimants under this Bond until:

   (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   (B) Claimants who do not have a direct Contract with the Contractor:

      1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under

this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.

7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:

   (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   (B) Pay or arrange for payment of any undisputed amounts.

8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address show on the signature page. Actual receipt of notice by Surety, the Owner or the

Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**
(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| (Corporate Seal) | (Corporate Seal) |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |
| | Dated: _____, 20___ |

**END OF PAYMENT BOND**

**Document 00620**

**CERTIFICATES OF INSURANCE**

**(PLEASE INSERT CERTIFICATES OF INSURANCE HERE)**

**(PLEASE ENSURE PROJECT NAME IS LOCATED ON ALL CERTIFICATES OF INSURANCE)**

**Document 00630**

**CITY OF DANIA BEACH, FLORIDA**

**ACKNOWLEDGMENT OF CONFORMANCE**

**WITH O.S.H.A. STANDARDS**

**City Project: Taylor Lane Drainage Improvements Phase I**

**City's Bid No.: 16-011**

To the City of Dania Beach, Florida:

_____, acknowledges and agrees that as a Contractor for
(Name of Contractor)

the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, that it has the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act. of 1970 ("O.S.H.A."), and all State and local safety and health laws and regulations, and the Contractor agrees to defend, indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees and agents against any and all legal liability or loss the City of Dania Beach, Florida, may incur due to the Contractor's failure to comply with such acts, laws and regulations.

| | |
|---|---|
| _____ | _____ |
| Contractor | Signature |
| _____ | _____ |
| Witness | Name (Print) |
| _____ | _____ |
| Witness | Title |

_____, 20___.
Date

**END OF O.S.H.A. STANDARDS' ACKNOWLEDGEMENT**

**Document 00640**

# HAZCOM TRAINING/INFORMATION

## ARTICLE 1.0
## TRAINING

**1.1** This is to verify that I have been given training information as required by OSHA's Hazard Communication Standard. Training has included:

(A) Potential chemical and physical hazards for the areas in which contract operations are being conducted.

(B) The location and availability of Material Safety Data Sheets.

(C) Detection of the presence of hazardous chemicals.

(D) Facility precautions and safety procedures.

(E) Emergency procedures in the event of accidental exposures to hazardous materials, including emergency telephone numbers and the location of safety equipment.

(F) Hazardous chemical labeling systems used in contracted work area.

(G) Directions to and appropriate locations for eating, drinking, smoking and sanitation facilities.

## ARTICLE 2.0
## INFORMATION

**2.1** I understand that I may not bring onto the Project any substances considered hazardous without prior written consent of the City of Dania Beach.

**2.2** I understand the method of disposal of any hazardous substance must be approved by the City of Dania Beach.

**2.3** I have been given the locations in which contract operations will take place and I understand how to evacuate safely from the areas in the event of an emergency.

**2.4** I have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

## ARTICLE 3.0
## CONTAMINATION, CLEAN-UP AND REMEDIATION

**3.1** I understand that I will be responsible for any contamination and accidental exposures which I have caused during this Project, and that I shall be solely responsible for the notification, clean-up and remediation as prescribed by and in accordance with all applicable federal, state and local agencies having jurisdiction.

I have read and understand the above statements. I agree to perform all construction services in accordance with these statements and all governing laws and regulations.

| **WITNESSES:** | **CONTRACTOR:** |
|---|---|
| _____ | _____ |
| Signature | Name of Contractor |
| _____ | _____ |
| **PRINT** Name | Signature |
| _____ | _____ |
| Signature | PRINT Name |
| _____ | _____ |
| **PRINT** Name | Title |
| | _____, 20___ |

(CORPORATE SEAL)

**END OF HAZCOM TRAINING/INFORMATION**

**Document 00700**

# GENERAL CONDITIONS

## TABLE OF ARTICLES

1. GENERAL PROVISIONS

2. OWNER

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5. SUBCONTRACTORS

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7. CHANGES IN THE WORK

8. TIME

9. PAYMENTS AND COMPLETION

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11. UNCOVERING AND CORRECTION OF WORK

12. MISCELLANEOUS PROVISIONS

## ARTICLE 1.0

## GENERAL PROVISIONS

### 1.0 CAPITALIZATION

Terms capitalized in these General Conditions include those that are specifically defined and the titles of numbered articles and identified references to Articles, Sections and Paragraphs in the document.

### 1.1 DEFINITION OF CONTRACT TERMS

a. **Allowance** is the Contractor's cost for materials and equipment delivered to the Project site and all required taxes, less applicable trade discounts as well as other cotst which are authorized in advance in writing by the City as Owner.

b. **Change Order** is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:

1. a change in the Work;

2. the amount of the adjustment in the Contract Sum, if any

3. the extent of the adjustment in the Contract Time, if any.

c. **Claim** is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extensions of time or other relief pursuant to the Contract. The term "Claim" also includes other disputes and matters between or among the Owner, Consultant or Contractor arising out of or relating to the Contract.

d. **Construction Change Directive** is a written order prepared and signed by the Consultant and approved by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

e. **Consultant** is the person or entity identified in the Agreement between Owner and Contractor and on the Project Data Sheet.

f. **Contract Days** shall mean consecutive calendar days unless otherwise specifically defined.

g. **Contract Documents** mean the entire and integrated Agreement between the parties, which supersedes prior negotiations, representations or agreements, either written or oral. Unless specifically enumerated in the Agreement, the Contract Documents include other documents such as bidding requirements (advertisement or Bid, Instructions to Bidders, sample forms, Drawings, the Contractor's bid or portions of Addendum or Addenda relating to bidding requirements).

h. **Contract Sum** is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

i. **Contract Time** is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

j. **Contractor** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

k. **Consultant or Project Consultant** is the individual or entity identified in the Project Data Sheet as the Project Consultant.

l. **Date of Commencement** of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the Contractor or by persons or entities for which the Contractor is responsible.

m. **Drawings** are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not “Drawings” as defined in this provision.

n. **Fifty percent (50%) completion** is the point at which the Owner has expended fifty percent (50%) of the total cost of the Work as identified in the Contract Documents, together with all costs associated with existing change orders and other additions or modifications to the Work provided for in the Contract Documents.

o. **Final Completion** is the complete performance of the Work accepted by the Owner and required in accordance with the Contract Documents.

p. **Mobilization** is the act of the performance of preparatory work and operations in mobilizing to begin work on the project, including, but not limited to, those operations necessary for equipment, supplies, and incidentals directly related to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities including the costs of bonds and required insurance for the start of the work and excluding the cost of construction materials.

q. **Modification** is a written amendment to the Contract signed by the Owner and Contractor.

r. **Own Forces** shall mean the Owner's employees, consultants and independent contractors who or which perform Work on the Owner's behalf under a separate construction agreement.

s. **Owner** is the City of Dania Beach, Florida.

t. **Owner's Representative** is the City Manager or his designee.

u. **Product Data** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

v. **Project** is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

w. **Project Manual** means and includes the Notice To Bidders, Instructions To Bidders, Bid Form, Contractor's Qualification Statement, Bid Security Deposit, Bid Bond, Addendum or Addenda, Agreement between Owner and Contractor, General Conditions, Supplemental Conditions, Bonds, Certification of Payment Forms, Consent of Surety, Project Closeout Checklist, Specifications and Drawings, all of which shall also constitute the bidding documents.

x. **Samples** are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

y. **Shop Drawings** are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.

z. **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

aa. **Subcontractor** is a person who, or entity that has a direct contract with the Contractor to perform a portion of the Work at the Project site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

bb. **Substantial Completion** is the stage in the progress of the Work when the Work or designated portion of it is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

cc. **Sub-subcontractor** is a person who or entity that has a direct or indirect Contract with a Subcontractor to perform a portion of the Work at the Project site. The term "Sub-contractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

dd. **Supplier** is a person who or entity that provides equipment or materials or both to the Contractor or Subcontractor for use or incorporation into the Project.

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

## 1.2 EXECUTION, CORRELATION AND INTENT

A. The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor fails to sign all the Contract Documents, the Consultant shall identify such unsigned Documents. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: 1) between the Consultant and Contractor; 2) between the Owner and a Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or Supplier; or 3) between any persons or entities other than the Owner and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, has become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents, and reasonably inferable from them as being necessary to produce the intended results.

D. Organization of the Specifications into division, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors, or in establishing the extent of Work to be performed by any trade.

E. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## 1.3 OWNERSHIP AND USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Consultant are instruments of the Consultant's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, material or equipment Supplier shall own or claim a copyright in the Drawings, Specifications and other Documents prepared by the Consultant, and unless otherwise indicated, the Consultant shall be deemed to be the author of them and Owner will retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant and copies of them furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, material or equipment Supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Consultant. The Contractor, Subcontractors, Sub-subcontractors and material or equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Consultant appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Consultant. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Consultant's copyright or other reserved rights.

# ARTICLE 2.0
# OWNER'S RESPONSIBILITIES

**2.1** Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary easements.

**2.2** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

**2.3** Unless otherwise provided in the Contract Documents, after the contract is executed between the parties, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Project Manuals as are necessary for execution of the Work.

**2.4** The foregoing are in addition to other duties and responsibilities of the Owner enumerated in these Conditions and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors and Article 9 (Payments and Completion).

## 2.5 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct any Work that is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Owner's Representative may

order the Contractor to stop the Work, or any portion of it, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor, or any other person or entity.

## 2.6 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence, and fails to provide a schedule of repairs and commence the repairs within a period of time to be determined by the Owner, in its sole discretion, Owner may, after such period of time and without prejudice to other remedies the Owner may have, withhold progress payments until the Contractor substantially completes the repairs cited in the Owner's notice. If the Contractor fails to substantially complete the repairs, the Owner may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor's failure to substantially complete the repairs may, at the Owner's sole discretion, be a reasonable basis for the Owner to terminate the Contract.

## 2.7 OWNER'S RIGHT TO PERFORM WORK AT THE SITE

Contractor shall have the non-exclusive right to perform Work at the Project site. The Owner and Owner's Contractors and Subcontractors shall be allowed to work at the Project site, as long as such work does not interfere with the Contractor's Work.

# ARTICLE 3.0
# CONTRACTOR'S RESPONSIBILITIES

## 3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner and Consultant all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner and Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner and Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable to the correction.

B. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing

activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner and Consultant at once.

C. The Contractor shall perform the Work in accordance with the Contract Documents and submittals.

## 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents specifically provide otherwise.

B. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.

C. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

D. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

## 3.3 SIGNATORY

A. Certification of Payment and all other written communications to the Owner shall be signed by the individual whose name appears on the Agreement between the Owner and Contractor.

B. Certifications of Payment not bearing the proper signatory shall be rejected by the Owner.

## 3.4 COMMUNICATION

The Contractor shall employ and maintain on the Project site at all times supervisory personnel who can effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the supervisory personnel’s ability to communicate is effective.

## 3.5 EMERGENCY SITUATIONS

The Contractor shall furnish the Owner the name(s) and local telephone numbers(s) of supervisory persons who are available twenty-four (24) hours per day, seven (7) days a week (including holidays) in the event of an emergency related to the Project.

## 3.6 TELEPHONE, FACSIMILE AND E-MAIL ADDRESS

The Contractor, through the course of the Project shall maintain an e-mail address, a local telephone number to its office and the Project site personnel. The Contractor through the course of the Project shall maintain the use of a facsimile machine at its office with a local number.

## 3.7 LABOR AND MATERIALS

A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and 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.

B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and their employees and all other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All agents, employees and subcontractors of the Contractor retained to perform services pursuant to the Agreement shall comply with all laws of the United States concerning work eligibility.

## 3.8 WARRANTY

The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the Owner's name and for its sole benefit.

## 3.9 TAXES

The Contractor shall pay sales, consumer, use and all other taxes for the Work or portions of it provided by the Contractor.

## 3.10 ALLOWANCES

A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

B. Unless otherwise provided in the Contract Documents:

1. Materials and equipment under an Allowance shall be selected promptly by the Owner to avoid delay in the Work;

2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances;

3. Whenever costs are more or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: 1) the difference between actual costs and the Allowances; and 2) changes in Contractor's costs under provision two (2) of this section.

## 3.11 SUPERINTENDENT

A. The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing. The name of the Superintendent shall be supplied to the Owner and Consultant in writing prior to commencing Work.

B. The Superintendent shall posses the necessary knowledge and skills to effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the Superintendent’s communication is effective.

## 3.12 CONTRACTOR'S CONSTRUCTION SCHEDULES

A. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits contained in the Contract Documents. It shall identify significant milestones including long lead items and critical path supplies, shall denote achievement or delays of critical milestones as they relate to the ability of the Contractor to complete the Project,

according to the Contract Documents and shall be updated and distributed at regular intervals as required by the conditions of the Project. The schedule shall be related to the entire Project and shall provide for expeditious and practicable execution of the Work.

B. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

C. The Contractor shall conform to the most recent schedules.

## 3.13 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner, one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These items shall be available to the Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.

## 3.14 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given, and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Paragraph 4.2 (G).

B. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without actions.

C. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Consultant has approved the respective submittal. Such Work shall be in accordance with approved submittals.

D. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related to them, or will do so, and has checked and coordinated the information contained

within such submittals with the requirements of the Work and of the Contract Documents.

E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals regardless of whether the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval of them.

F. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.

G. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

H. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

## 3.15 USE OF SITE

A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Project site with materials or equipment.

B. The Contractor shall maintain the Project site in a safe manner and shall take extreme care to avoid attractive nuisances and hazards to the public. The construction area shall be secured from unauthorized or inadvertent entry at all times.

C. The Contractor shall be permitted to store materials limited to this Project only on the Project site. Materials for Contractor’s other projects shall not be permitted at the Project site. All materials stored at the Project site by the Contractor shall be stored in a safe manner and shall not obstruct work at the site.

D. The Contractor shall be solely responsible for security of materials stored by it at the Project site.

## 3.16 TEMPORARY FACILITIES

A. **Temporary Restrooms**

The Contractor shall be responsible for providing and removing temporary restrooms for all of Contractors and Subcontractors' personnel. Use of the Owner's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by construction personnel and workers shall not be permitted.

B. **Temporary Electric**

1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary electric service to the Project site.

2. The Contractor shall be responsible to pay all connection and monthly electric charges billed by FPL.

C. **Temporary Water and Sewer**

1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary water and sewer services to the construction site.

2. The Contractor shall be responsible to pay all connection and monthly service charges billed by the utility provider, inclusive of hydrant meter rentals.

D. **Temporary Structures**

1. The Contractor shall seek the Owner's permission for the placement of any temporary structures on the Project site, and shall be responsible for the removal of those that may be permitted.

2. The Contractor shall be responsible for obtaining any and all applicable permits for and prior to the placement of any temporary structure on the job site.

3. Temporary structures shall be placed in accordance with all applicable federal, state, county, special district and City codes and ordinances.

## 3.17 CUTTING AND PATCHING

A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

B. The Contractor shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a

separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## 3.18 CLEANING UP

A. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost shall be charged to the Contractor.

C. The Contractor shall be responsible for the safe, neat and secure on-site retention and disposal of solid waste generated during the course of construction.

D. The Contractor shall not be permitted to use the Owner’s solid waste facilities.

E. The Site includes the immediate area of the Site, and ingress and egress routes through Owner’s property. Proper care shall be taken to ensure that debris, trash, soil, gravel, rock, liquids or other materials are not deposited on roads or Owner’s property or any other property. The Contractor is responsible for providing a method of cleaning up and removing such debris or spillage as part of its Site responsibilities. In the event the Owner cleans or removes such debris or spillage from Project ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the Owner of the Owner’s costs.

## 3.19 ACCESS TO WORK

The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

## 3.20 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant free and harmless from loss on account of any claim of infringement, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers are required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

## 3.21 INDEMNIFICATION

A. **General Indemnification.** The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright and trademark rights by Contractor in the performance of the work;

(c) liens, claims, actions made by the Contractor or other party performing the work; and

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

B. **Indemnification for Construction Contracts.** In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply in lieu of Paragraph A. above.

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

C. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by, or for, the Contractor or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of the Contractor under the Agreement shall not extend to the liability of the Consultant, the Consultant's consultants, agents, employees, or any of them arising out of: 1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Consultant, the Consultant's consultants, agents and employees of any of them provided such giving, or failure to give, is the primary cause of the injury or damage.

## ARTICLE 4.0
## ADMINISTRATION OF THE CONTRACT

### 4.1 CONSULTANT

A. Duties, responsibilities and limitation of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without the written consent of the Owner.

B. In case of termination of employment of the Consultant, the Owner shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

### 4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

A. The Owner has contracted with Consultant so that the Consultant shall provide administration of the Contract as described in the Contract Documents, and shall be the Owner's representative: 1) during construction; 2) until final payment is due; and 3) with the Owner's concurrence, from time to time during the correction period. The Consultant will advise and consult with the Owner. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

B. The Consultant shall have access to the site at intervals appropriate to the state of construction to inspect progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract Documents. The Consultant shall be required to make on-site inspections to check quality and quantity of the Work. On the basis of on-site inspections, the Consultant shall keep the Owner informed of the progress of the Work, and shall guard the Owner against defects and deficiencies in the Work.

C. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 3. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents except as otherwise provided in

these Conditions. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents, employees, or of any other persons performing portions of the Work, except as otherwise provided in the Contract Documents.

D. **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material Suppliers shall be through the Contractor. Communications by and with separate Consultants shall be through the Owner.

E. Based on the Consultant's inspection and evaluation of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

F. The Owner has granted to the Consultant authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant shall have authority to require additional inspection or testing of the Work in accordance with Paragraphs 13.6. (B) and (C), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment Suppliers, their agents or employees, or other persons performing portions of the Work.

G. The Owner has granted to the Consultant authority to review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

H. The Owner has granted to the Consultant authority to prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

I. The Owner has granted to the Consultant authority to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Consultant will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

J. If the Owner and Consultant agree, the Consultant shall provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

K. The Owner has granted to the Consultant authority to interpret and decide matters concerning performance under and requirements of the Contract Documents upon written request of either the Owner or Contractor. The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with Paragraph 4.2, then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until fifteen (15) days after written request is made for them.

L. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by the Contractor.

## ARTICLE 5.0
## SUBCONTRACTORS

### 5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Consultant the names of persons or entities (including those who or which are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work, along with evidence by them of all insurance coverages repuired by the Contract Documents. The Consultant shall within thirty (30) days reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due

investigation, objects to any such proposed person or entity or their insurance coverages.

B. The Contractor shall not contract with a proposed person or entity to which the Owner or Consultant has made an objection. The Contractor shall not be required to contract with anyone to whom the Contractor has an objection.

C. If the Owner or Consultant has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Consultant has no objection.

D. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes objection to such change.

E. The Contractor shall be responsible and liable to the Owner for all Work performed by the Subcontractors or their employees, agents or contractors, pursuant to the Agreement.

## 5.2 SUBCONTRACTUAL RELATIONS

By appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting of Work shall not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

A. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract

agreements which the Owner accepts by notifying the Sub-contractor in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

## ARTICLE 6.0
## CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

A. The Owner reserves the right to perform construction or operations related to the Project with the Owner's Own Forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor may make such Claim as provided in the Agreement.

B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who or which executes each separate Owner-Contractor Agreement.

C. The Owner shall provide for coordination of the activities of the Owner's Own Forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

### 6.2 MUTUAL RESPONSIBILITY

A. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

B. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the

Owner and Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report apparent discrepancies shall constitute an acknowledgement that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

C. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

D. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Paragraph 10.2 (E).

E. Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

## 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.19, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

# ARTICLE 7.0
# CHANGES IN THE WORK

## 7.1 CHANGES

A. Changes in the Work may be accomplished after execution of the Contract only by written Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

B. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant; a Construction Change Directive requires agreement by the Owner and Consultant and may or may not be agreed to by the Contractor; the Consultant alone may issue an order for a minor change in the Work.

C. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

## 7.2 CHANGE ORDERS

A. Methods used in determining adjustments to the Contract Sum may include those listed in Paragraph 7.3 (C).

B. Should the Contractor and Owner fail to agree as to the necessity of a Change Order the matter will be referred to the Consultant for determination. Pending final determination of such a dispute, the Contractor shall proceed with the performance of the Contract.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

A. The Owner may by Construction Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time are to be adjusted accordingly.

B. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

C. A Construction Change Directive provides for an adjustment to the Contract Sum. The adjustment shall be based on one of the following methods;

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. unit prices stated in the Contract Documents or subsequently agreed upon;

3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

4. as provided in Paragraph 7.3(F).

D. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor with it, including adjustment in the Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Paragraph 7.3 (C), the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:

1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and Workers' Compensation insurance;

2. costs of materials, supplies and equipment including cost of transportation, whether incorporated or consumed;

3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

5. additional costs of supervision and field officer personnel directly attributable to the change.

G. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to the change.

H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Consultant for determination.

I. When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

## 7.4 MINOR CHANGES IN THE WORK

The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

# ARTICLE 8.0
# TIME

## 8.1 PROGRESS AND COMPLETION

A. Time limits stated in the Contract Documents are essential to the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

C. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## 8.2 DELAYS AND EXTENSIONS OF TIME

A. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or pending litigation, or by other causes which the Consultant and Owner determine may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner and Consultant may determine.

B. Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

C. Delays and extensions of time do not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9.0
## PAYMENTS AND COMPLETION

### 9.1 SCHEDULE OF VALUES

Before the first Application for Payment, the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and Consultant may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### 9.2 MOBILIZATION PAYMENT

A. Basis of Payment. When the Bid includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.

B. Partial Payments. When the Bid includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

| Percent of Original Contract Amount Earned | Allowable Percent of the Lump Sum Price for the Item* |
|---|---|
| 5 | 25 |
| 10 | 50 |
| 25 | 75 |
| 50 | 100 |
| *Partial payments for any project will be limited to the applicable retainage amount for that project. Any remaining amount will be paid upon completion of all Work on the project and the expiration of any applicable warranty period(s). | |

The standard retainage, as specified in the Contract Documents will be applied to these allowances. Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract. When more than one project or job is included in the Contract, the above percentages shall apply separately to each job which has a separate pay item for Mobilization. As an exception to partial payments being made based on Percent of Original Contract Amount Earned, the Owner will pay the Contractor the invoice price of the Contract Bond when the Engineer of Record has been furnished with a certified copy of the invoice from the Bonding Company. No other work will be required to receive payment for the Contract Bond included in the bid price for Mobilization.

C. When No Separate Item is Included in the Bid. When the Bid does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made.

## 9.3 APPLICATIONS FOR PAYMENT

A. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner, such as copies of requisitions from Subcontractors and material Suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

B. With each Application for Payment, Contractor shall provide the Consultant with a sworn statement from each Contractor that it has paid each and every supplier, subcontractor and sub-subcontractor for any and all materials, equipment and Work itemized in the prior application as being supplied or performed by the Supplier, Subcontractor and sub-subcontractor. The Contractor shall also provide a sworn statement that all required insurance Coverage is in effect and the Contractor is not aware of any resons(s) for cancellation of such Coverage.

C. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.

D. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment shall not be made for materials and equipment suitably stored off the site. The Owner shall also pay for materials satisfactorily incorporated into the Work.

E. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of the Contractor, Subcontractor's material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

F. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Specifications, addenda, written amendments, Change Orders, Work, change directives, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These

record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Owner and Consultant for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to the Consultant for the Owner.

## 9.4 CERTIFICATIONS OF PAYMENT

A. After receipt of the Contractor's Application for Payment, Consultant shall either issue to the Owner a Certification of Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or within twenty (20) business days after receipt of the Contractor's Application for Payment, notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part. If Certification of Payment has been issued by the Consultant, payment is due within twenty-five (25) business days after the date on which the payment request or invoice is stamped as received by the Consultant, in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

B. The issuance of a Certification of Payment will constitute a representation by the Owner, based on the Consultant's inspection and observations at the Project site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certification of Payment entitles the Contractor to payment in the amount certified.

## 9.5 DECISION TO WITHHOLD CERTIFICATION

A. The Consultant may decide not to certify payment and may withhold a Certification of Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Paragraph 9.4 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Paragraph 9.4 (B). If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certification for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certification of Payment

previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:

1. defective Work not remedied;

2. third party claims filed or reasonable evidence indicating probable filing of such claims;

3. failure of the Contractor to make payments properly to Suppliers, Subcontractors, Sub-subcontractors for labor, materials or equipment;

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. damage to the Owner or another contractor;

6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

7. persistent failure to carry out the Work in accordance with the Contract Documents; or

8. evidence that Contractor has failed to maintain the types and amounts of insurance Coverage required under the Contract Documents.

B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

C. If a Contractor's Application for Payment is rejected as described above, and the Contractor submits a corrected Application for Payment which corrects the deficiency specified in writing by the Consultant, the corrected Application for Payment must be paid or rejected on the later of, ten business days after the corrected Application for Payment is received, or if the Owner is required by ordinance, charter or law to approve or reject the corrected Application for Payment, the first business day after the next regularly scheduled City Commission meeting held after the corrected Application for Payment is received.

D. If a dispute between the Owner and the Contractor concerning an Application for Payment cannot be resolved by the procedure set forth above, the dispute shall be resolved in accordance with the following dispute resolution policy. Proceedings to resolve the dispute shall be commenced no later than forty-five (45) days after the date on which the Application for Payment was received and shall be concluded by final decision of the Owner not later than sixty (60) days after the date on which the Application for Payment was received. If the dispute is resolved in favor of the Owner, interest charges shall begin to accrue fifteen (15)

days after the Owner's final decision. If the dispute is resolved in favor of the Contractor, interest shall begin to accrue as of the original date the payment became due.

## 9.6 PROGRESS PAYMENTS

A. In accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act," the Contractor shall promptly pay each Supplier, Subcontractor, and Sub-subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such portion of the Work, the amount to which such Supplier, Subcontractor, and Sub-subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall require each Subcontractor to make payments to Sub-subcontractors in similar manner.

B. The Consultant will, on request, furnish to a Subcontractor or Sub-subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken by the Consultant and Owner on account of portions of the Work done by such Subcontractor or Sub-subcontractor.

C. Neither the Owner nor Consultant shall have an obligation to pay the Subcontractor except as may otherwise be required by law.

D. A Certification of Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not completed in accordance with the Contract Documents.

## 9.7 SUBSTANTIAL COMPLETION

A. In accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act", and to the extent the Act is applicable, within thirty (30) calendar days after reaching Substantial Completion of the Work or a portion of it which the Owner agrees to accept separately, the Owner shall develop a list of items required to render the Work complete, satisfactory and acceptable and shall review the list with the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all Work pursuant to the Contract Documents. Subject to other provisions of the Contract Documents regarding retainage, upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed, Owner may continue to withhold an amount not to exceed one hundred fifty percent (150%) of the total costs to complete such items. When the Work or designated portion of it is

substantially complete, the Consultant will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion of it unless otherwise provided in the Certificate of Substantial Completion. Such warranties are in addition to the warranty provisions provided in Paragraph 3.8. of the General Provisions. The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned to them in such Certificate.

B. Upon Substantial Completion of the Work or designated portion of it and upon application by the Contractor and certification by the Consultant, and subject to other provisions of the Contract Documents regarding retainage, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion of it as provided in the Contract Documents.

## 9.8 PARTIAL OCCUPANCY OR USE

A. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant. Consent to the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor, or if no agreement is reached, by decision of the Consultant.

B. Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## 9.9 FINAL COMPLETION AND FINAL PAYMENT

A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon a receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certification of Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in such final Certificate is due and payable. The Consultant's final Certification of Payment will constitute a further representation that conditions listed in this Article as precedent to the Contractor's being entitled to final payment have been fulfilled.

B. Subject to other provisions of the Contract Documents regarding retainage, neither final payment nor any remaining retained percentage or a portion of such percentage shall become due until the Contractor submits to the Consultant: 1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; 2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and in no event prior to the expiration of any applicable warranty period(s); 3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and 4) establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

C. If, after Substantial Completion of the Work, final completion is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Consultant so confirms, then, subject to other provisions of the Contract Documents regarding retainage, the Owner shall upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contact Documents, and if bonds have been furnished, the written consent of surety to payment of the

balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

D. Acceptance of final payment by the Contractor, Subcontractors, Sub-subcontractors, and Suppliers shall constitute a waiver of claims by such payees except those previously made in writing and identified by a payee as unsettled at the time of final Application for Payment.

## ARTICLE 10.0
## PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

A. The Contractor shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the performance of the Contract Work.

B. In the event the Contractor encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

C. The Contractor shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

### 10.2 SAFETY OF PERSONS AND PROPERTY

A. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees at the Project site and other persons who may be affected by the Work;

2. the Work and materials and equipment to be incorporated into it, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

3. other property at the Project site or adjacent to it, such as any property of any other person or entity, as well as trees, shrubs, lawns, walks, or items which are relocated or replaced in the course of construction.

B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.

E. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2 (A) except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 3.

F. The Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.

G. The Contractor shall not load or permit any part of the construction or Project site to be loaded so as to endanger its safety.

## 10.3 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 3.5 and Article 7.

## ARTICLE 11.0
## UNCOVERING AND CORRECTION OF WORK

### 11.1 UNCOVERING OF WORK

A. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's inspection and be replaced at the Contractor's expense without change in the Contract Time.

B. If a portion of the Work has been covered and the Consultant has not specifically requested to observe the Work prior to its being covered, the Consultant may request to see such Work and the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### 11.2 CORRECTION OF WORK

A. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the Consultant for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary by such correction.

B. If, within one year after the date of Substantial Completion of the Work or designated portion of it, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of the Agreement. The Owner shall give such notice after discovery of the condition.

C. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

D. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with the Owner's Right to Carry out the Work provision of this contract. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the useable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the sale proceeds after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary by the sale. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

E. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

F. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision 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 obligations other than specifically to correct the Work.

## 11.3 ACCEPTANCE OF NONCONFORMING WORK

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Specification or description is intended to establish the type, function, appearance, and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Consultant for review under the circumstances described below.

1. **"Or-Equal" Items**: If the Consultant determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Consultant as an "or-equal" item, in which case review and approval of the proposed item may, with the Owner's approval, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. Consultant determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and

   b. Contractor certifies that: (i) there is no increase in cost to the Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

   a. If the Consultant determines that the material or equipment proposed by Contractor does not qualify as an "or-equal" item under paragraph 12.3 (A)(1), it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Consultant to determine whether the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Consultant will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

   c. The procedure for review by Consultant will be as set forth in this paragraph 12.3 (A)(2)(d), and as the Owner or Consultant may decide is appropriate under the circumstances.

   d. Contractor shall first make a written application to Consultant for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will adequately perform the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any,

to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Consultant in evaluating the proposed substitute item. The Owner or Consultant may require Contractor to furnish additional data about the proposed substitute item.

B. **Substitute Construction Methods or Procedures**: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Consultant. Contractor shall submit sufficient information to allow Consultant to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Consultant will be similar to that provided in subparagraph 12.3 (A)(2).

C. **Consultant's Evaluation**: Consultant will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 12.3 (A) and (B). No "or-equal" or substitute will be ordered, installed or utilized until Consultant's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or-equal." Owner retains the right to accept or reject any proposed "or-equal" or substitution, regardless of the Consultant's determination. The Consultant will advise Contractor in writing of any negative determination.

D. **Consultant's Cost Reimbursement**: Consultant will record time required by Consultant and the Consultant's consultants in evaluating a substitute proposed or submitted by Contractor pursuant to paragraphs 12.3 (A)(2) and (B) and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned by such action. Whether or not Owner or Consultant approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Consultant and Consultant's consultants for evaluating each such proposed substitute.

E. **Contractor's Expense**: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

## ARTICLE 12.0
## MISCELLANEOUS PROVISIONS

### 12.1 GOVERNING LAW; CONSENT TO JURISDICTION

The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

### 12.2 ATTORNEY FEES

Each party shall bear its own attorney fees for any litigation related to this Contract.

### 12.3 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract Neither party to the Contract shall assign the Contract or any portion of it without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### 12.4 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by registered or certified mail to the last business address known to the party giving notice or by facsimile transmission with proof of receipt.

### 12.5 RIGHTS AND REMEDIES

A. Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

## 12.6 TESTS AND INSPECTIONS

A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

B. If the Consultant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as otherwise provided in this Contract.

C. If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses, and testing expenses.

D. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly, in a technically appropriate time period, delivered to the Consultant.

E. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly, in a technically appropriate time period, to avoid unreasonable delay in the Work.

G. The Consultant’s first inspection shall be at no charge to the Contractor; however, the actual costs incurred by the Owner for any subsequent inspections shall be deducted from the final payment to the Contractor.

## 12.7 INTEREST

Payments due and unpaid under the Contract Documents shall bear **NO** interest from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

## 12.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

A. As between the Owner and Contractor:

1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. **Between Substantial Completion and Final Certification of Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification of Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification of Payment; and

3. **After Final Certification of Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.8 of the General Provisions, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## 12.9 SOLID WASTE

A. The Owner has granted to Owner's current contractor, an exclusive franchise for the collection, hauling and disposal of all solid waste, inclusive of construction debris.

B. The Contractor shall be obligated to use the Owner's solid waste franchisee. The Contractor may haul and dispose of solid waste only with persons directly employed by such franchise and only in vehicles clearly identified with signage as belonging to the franchise and registered in the franchise name, in accordance with applicable City of Dania Beach Code provisions.

**END OF GENERAL CONDITIONS**

**00800**

# SUPPLEMENTAL CONDITIONS

**Document 00900**

**ADDENDUM**

**END OF ADDENDUM**

**Document 00910**

THIS INSTRUMENT PREPARED BY:
Thomas J. Ansbro, Esquire
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Project: Taylor Lane Drainage
Drainage Improvements – Phase I
City's Bid No.: 16-011

RETURN EXECUTED ORIGINAL TO:
_____
_____
_____
_____

RETURN A COPY TO:
_____
_____
_____
_____

**CITY OF DANIA BEACH, FLORIDA**
**WARRANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS that _____, a _____ corporation, as Principal, and _____, a _____ corporation, existing under the laws of the State of _____, as Surety, and having complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State as Surety, are held and firmly bound to the City of Dania Beach, Florida (the "City"), a municipal corporation, and Broward County, a political subdivision of the State of Florida, in the sum of _____ ($_____) lawful money of the United States of America, for which sum to be paid to the City of Dania Beach, Florida, as oblige; the Principal and the Surety do bind themselves, their heirs, executors, administrators, successors, or assigns, respectively, as the case may be, jointly and severally by these presents.

**WHEREAS,** the City of Dania Beach, Florida requires a Warranty Bond ("Bond") in the amount of ten percent (10%) of the actual cost of the construction Work; it is to be posted with the City of Dania Beach, Florida, upon acceptance of the construction Work by the City (the "Acceptance"); and

**WHEREAS,** in compliance with the Bond requirements, the Principal is required to furnish a good and sufficient bond from a surety company licensed to do business in the State of Florida conditioned upon the correction of all insufficiencies in design, workmanship and materials which are found within one (1) year of the date of the Acceptance of the Work, the date of Acceptance being _____, 20___;

**NOW THEREFORE,** the condition of this obligation is such that if the Principal, its successors, legal representatives or assigns shall have paid all claims for the cost of correcting all insufficiencies in design, workmanship and materials discovered within one (1) year of the date of Acceptance of the Work, then this obligation shall be void; otherwise, it is to continue in full force and effect.

Prior to the end of three hundred sixty-five (365) calendar days following the Acceptance of the Work warranted by this bond, the City's Engineer of Record or his designee shall inspect it for final release. If the investigation reveals any insufficiencies, the Principal shall be notified in writing, that the Work is unacceptable.

The Principal and the Surety, jointly and severally, agree that the City shall have the right to correct insufficiencies in design, workmanship and materials in the event the Principal should fail or refuse so to do within ninety (90) days after written notice by the City's Engineer of Record or his designee and, pursuant to public advertisement and receipt and acceptance of bids, as may be required by law cause insufficiencies in design, workmanship and materials to be corrected. In such case, the Principal and Surety shall be jointly and severally liable under this Bond to pay to and indemnify the City of Dania Beach, Florida, upon the correction of insufficiencies in design, workmanship and materials, the final total cost of which includes, but is not limited to engineering, legal and contingent costs together with any damages, direct or consequential, which the City of Dania Beach, Florida, may sustain on account of the failure of the Principal to comply with all of the requirements of this Bond.

In the event the City receives a Notice of Cancellation of this Surety Bond and a substitute form of security is not received by the City within sixty (60) calendar days prior to the cancellation date, the Principal shall be deemed in default and the provisions in this Bond shall apply.

Upon recommendation by the City's Engineer of Record or his designee for final acceptance and upon compliance by Principal with applicable conditions, as stated above, the City's Engineer of Record or his designee will then recommend to the City the release of this reduced bond.

**IN WITNESS OF THE FOREGOING,** the above parties have executed this instrument by affixing their names and seals to it and have caused their authorized representatives to sign this document on _____, 20___.

| **WITNESSES:** | **PRINCIPAL:** |
|---|---|
| | _____ |
| | _____ |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| PRINT Name | PRINT Name |
| _____ | |
| Signature | |
| _____ | _____ |
| PRINT Name | Signature of Secretary |

(Seal)

Signed, Sealed and Delivered
in Presence of:

**WITNESSES:**

_____
Signature

_____
**PRINT** Name

_____
Signature

_____
**PRINT** Name

**SURETY**

_____

_____

_____
Signature of Authorized Agent

_____
**PRINT** Title of Agent

**END OF WARRANTY BOND**

**Document 00920**

_____
**COMPANY NAME**
_____

**Original Executed**
**Bond received by: _____**

**CERTIFICATION OF PAYMENT AND**
**PAY ESTIMATE APPROVAL FORM**

**PROJECT: Taylor Lane Drainage Improvements Phase I**

PAY ESTIMATE # 1

CONTRACTOR: DATE:

OWNER: CITY OF DANIA BEACH, FLORIDA **CITY BID NO. 16-011**

---

| | | |
|---|---|---|
| CONTRACT AMOUNT: | $ | |
| NET CHANGE ORDER NO. ONE: | $ | $_____ |
| CURRENT CONTRACT AMOUNT: | $ | |

CONTRACT STARTING DATE: CONTRACT TIME:

CONTRACT TIME ADJUSTMENTS: CURRENT CONTRACT TIME:

TOTAL ELAPSED TIME: AMOUNT COMPLETED: $0.00

% OF ELAPSED TIME: RETAINAGE (10%): -(_____)
(Subject to reduction as specified
Elsewhere in the Contract Documents
Or as otherwise required by state law)

SCHEDULED COMPLETION: SUB TOTAL: $_____

ACTUAL CONTRACT PROGRESS: PREVIOUS BILLINGS: -($_____)

SCHEDULED CONTRACT PROGRESS: **TOTAL AMOUNT DUE: $_____**

---

CONTRACTOR'S CERTIFICATION

As the agent for the Contractor, I, the undersigned certify that this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title to all materials delivered under this Partial Payment Estimate and there are no vendors' claims, mechanics' claims, or other claims or rights to claims against this job, and that all previous partial payments received under this contract have been applied to discharge in full all of the Contractor's obligations reflected in prior Partial Payment requests.

| | |
|---|---|
| _____ | _____ |
| **COMPANY NAME** | **SIGNATURE** |
| | _____ |
| | **PRINT NAME/TITLE** |
| | _____ |
| | **DATE** |

In accordance with the contract, the undersigned approves the pay estimate submitted by the Contractor, subject to corrections, as noted on the Pay Estimate Form in the amount due as shown above.

| | |
|---|---|
| APPROVED: _____ | APPROVED: |
| | City of Dania Beach, Florida<br>a municipal corporation |
| By: _____ | By: _____ |

**END OF CERTIFICATION OF PAYMENT AND PAY ESTIMATE APPROVAL FORM**

**Document 00930**

## CERTIFICATION OF PAYMENT AND PARTIAL RELEASE OF CLAIM

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the undersigned _____ as _____ of _____ for and in consideration of the payment of the sum of $_____, receipt of which is acknowledged, does waive, release, remise and relinquish the undersigned's right to demand, impress or impose a claim or claims in the sum of $_____ for materials, labor or both furnished up to _____, 20___, on the following described project:

This is a Partial Release of Claim by the undersigned for materials, labor or both furnished up to the date mentioned and shall not operate to waive any claim of the undersigned for any sum in excess of the sum mentioned, nor for any materials, labor or both furnished after the date mentioned, as this is only a partial release of claim.

The undersigned further acknowledges that the undersigned may not impose a lien or liens on City-owned property and to the extent the undersigned may have such lien rights, the undersigned waives, releases, remises and relinquishes such lien rights.

**IN WITNESS OF THE FOREGOING,** I, _____ have set my hand and seal on _____, 20___.

**WITNESSES:**

_____
Signature

_____
**PRINT** Name

_____
Signature

_____
**PRINT** Name

**CONTRACTOR:**

_____
Signature

_____
**PRINT** Name/Title

**Document 00940**

**CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned _____ as _____ of _____ for and in consideration of the payment of the sum of $_____, receipt of which is acknowledged, releases and relinquishes any and all right to any claim or claim rights for work done, material(s) furnished, labor performed and for any incidental expense against the following described project:

**Taylor Lane Drainage Improvements Phase I**
**City's Bid No.: 16-011**

or in otherwise improving the project situated as described above.

I also certify that all persons, firms or corporations doing work upon, furnishing materials, supplies and labor for the project described above have been paid in full and that there are no unpaid claimants in connection with the project.

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

The undersigned further acknowledges that the undersigned may not impose a lien or liens on City-owned property, to the extent the undersigned may have such lien rights, the undersigned waives, releases, remises and relinquishes such lien rights.

IN WITNESS OF THE FOREGOING, I, _____ have set my hand and seal on _____, 20___.

**WITNESSES:**

_____
Signature

_____
**PRINT** Name

_____
Signature

_____
**PRINT** Name

**CONTRACTOR:**

_____
Signature

_____
**PRINT** Name/Title

STATE OF FLORIDA )

COUNTY OF _____ )

Sworn to and subscribed before me on _____, 20___, by _____ who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public

_____
Print or Type Name
of Notary Public

My commission expires:

**END OF CERTIFICATION OF PAYMENT AND FINAL RELEASE OF CLAIM**

**DOCUMENT 00950**
**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____
Bond _____

---

PROJECT: **Taylor Lane Drainage Improvements Phase I**

City Bid No. **16-011**

TO: City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, FL 33004

CONTRACTOR: _____
Address: _____
_____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

_____
_____
_____

on bond of (here insert name and address of contractor)

_____
_____
_____

approves of the payment in the amount of $_____ as final payment to the Contractor, and agrees that payment to the Contractor shall not relieve the Surety Company of any of its obligations to: City of Dania Beach, Florida, 100 West Dania Beach Boulevard, Dania Beach, FL 33004, Owner, as set forth in the Company's bond.

**IN WITNESS OF THE FOREGOING,** the Surety Company has set its hand on _____, 20___.

_____
Surety Company

_____
Signature of Authorized Representative

_____
Title

_____, 20___.

## DOCUMENT 00960

## PROJECT CLOSEOUT

### PART 1 GENERAL

### 1.01 RELATED REQUIREMENTS

A. General provisions of Contract, including General and Supplemental Conditions.

B. Warranty and bond submittal.

C. Closeout submittals, warranties and bonds required for specific products of work.

### 1.02 SECTION INCLUDES

A. Administrative and procedural requirements for project closeout.

1. Inspection procedures.
2. Project record document submittal.
3. Final cleaning.

### 1.03 SUBSTANTIAL COMPLETION

A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. If one hundred percent (100%) completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise City of pending insurance change over requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
4. Obtain and submit releases affording the City unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance manuals, and similar final record information.
6. Complete start up testing of systems, and instruction of the City's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock ups, and similar elements.

B. When the Contractor considers the Work to be substantially complete, Contractor shall submit a written notice to the Engineer of Record that the Work, or designated portion of the Work, is complete and ready for inspection.

C. Within a reasonable time of receipt of a request for inspection, the Engineer of Record will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer of Record and City concur that the construction Work, or designated portion of the Work is substantially complete, the Engineer of Record will prepare the Certificate of Substantial Completion following inspection.

D. Should the Engineer of Record determine that the Work is not substantially complete, the Engineer of Record will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Engineer of Record will repeat inspection when requested and assured that the Work has been substantially completed. Should the Engineer of Record determine that the Work is not substantially complete, Engineer of Record will advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The Contractor must pay the Engineer of Record its hourly rate for any further inspections.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

**1.04 FINAL COMPLETION**

A. When Contractor considers the construction Work to be complete, Contractor shall submit written certification to the Engineer of Record that the construction Work is completed and ready for final inspection. Include the following:

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Engineer of Record's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and ensure that the list has been endorsed and dated by the Engineer of Record.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the City took possession of and responsibility for corresponding elements of the Work.

5. Submit consent of surety to final payment.

6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. The Engineer of Record will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items the completion of which has been delayed because of circumstances acceptable to the Engineer of Record.

1. Upon completion of inspection, the Engineer of Record will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, the re-inspection process will be repeated.

**1.05 RECORD DOCUMENT SUBMITTALS**

A. Maintain at the site one complete set of record documents; protect them from deterioration and loss in a secure, fire resistant and water-resistant location.

1. Provide access to record documents for the Engineer of Record's reference during normal working hours.

2. Label each document "PROJECT RECORD" in 2-inch high printed letters.

3. Do not use for construction purposes.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that was not shown on Contract Drawings or Shop Drawings.

3. Note related Change Order numbers where applicable.

4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

The record drawings shall correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information which shall be verified and certified by an independent Professional Land Surveyor registered in the State of Florida. The drawings shall be neat and legible. Show all elevations and horizontal control of all pipes and structures, as defined below:

A. Record Drawings Submittal Requirements: Record drawings to be submitted shall consist of:

1) Three (3) sets of signed and sealed sets of prints.

2) Electronic file in AutoCAD Version 13 or later.

B. Record Specifications: Maintain one (1) complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and Product Data.

C. Record Product Data: Maintain one (1) copy of each Product Data submittal.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.

3. Note related Change Orders and mark up of record drawings and Specifications.

D. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer of Record and the City to determine which of the submitted Samples that have been maintained during progress of the Work are to be trans-mitted to the City for record purposes. Comply with delivery to the City's Sample storage area.

E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work.

F. At Contract closeout, deliver one copy of Record Documents to Engineer of Record for City. Accompany submittal with transmittal letter in duplicate containing the following information:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor or authorized representative.

**PART 2 PRODUCTS (If Applicable)**

**PART 3 – EXECUTION**

**3.01 FINAL CLEANING**

A. Remove temporary protection and facilities installed for protection of the Work during construction.

B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the City's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

C. Where extra materials of value remaining after completion of associated construction Work have become the City's property, arrange for disposition of these materials as directed.

**END OF SECTION PROJECT CLOSEOUT**

**Document 00970**

## CLOSEOUT PACKAGE CHECKLIST
## CITY OF DANIA BEACH

1. One (1) complete set of "Record Drawing" Mylars showing the original design
2. Three (3) sets of Record Drawing prints, signed and sealed
3. Two (2) copies of all test results, bacteriologic results and density testing results
4. Two (2) computer "Record Drawing" construction drawing files on CD's
5. Two (2) copies of Releases of Liens and No-Lien Affidavits
6. One (1) original and one (1) copy of the Warranty Bond

**END OF CLOSEOUT PACKAGE CHECKLIST**

**EXHIBIT "A"**
**PREVAILING WAGE ORDINANCE**

The following Ordinance is applicable to the Agreement:

**CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE, SECTION 8-141, CITY CODE OF ORDINANCES**

**Sec. 8-141. Rate of wages, fringe benefits on city construction contracts.**

(a) ***Establishment of minimum wages***. Every construction contract in excess of fifty thousand dollars ($50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations***. The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement***. On the date an employee commences work on a construction contract to which this section applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding***. When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions***. The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is

requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)