

Southwest Ranches Council
Mayor Steve Breitzkreuz
Vice Mayor Bob Hartmann
Jim Allbritton
David S. Kuczenski
Gary Jablonski



Town Administrator
Andrew Berns

INVITATION FOR BIDS

IFB No. 21-007

Town of Southwest Ranches
is seeking bids for:

DRAINAGE IMPROVEMENTS FOR SW 50th STREET AND SW 182nd TERRACE

Date issued/available for distribution: May 14, 2021

Bidder shall submit ONLINE using the Demandstar.com E-bidding platform at www.Demanstar.com. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Tuesday June 15, 2021, at 11:00 a.m. local time**. See Section 1.7 for mailing instructions.

Non-Mandatory Pre-Bid Conference: Tuesday May 25, 2021, at 11:00 a.m. local time. See Section 1.3, of this IFB for information on the Pre-Bid Conference.

CAUTION

Amendments to this Invitation for Bids will be posted on the Southwest Ranches Procurement Department's website which can be accessed at <http://southwesteranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the bidder's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of bids.

Southwest Ranches shall not be responsible for the completeness of any IFB document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Bids will be received by the Town of Southwest Ranches, Florida (“Town”), via DemandStar.com E-bidding, until 11:00 a.m., local time, and opened on **Tuesday June 15, 2021, at 11:00** a.m., local time, for all material, labor, equipment and supplies necessary for the:

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To better manage document disbursement for the bid process, the Town will make bid documents available on the Southwest Ranches Procurement Department’s website which can be accessed at:

<http://southwestranches.org/procurement>

To review the bid documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available at Demandstar.com. Contractors may then download and print the bid documents or contact Venessa Redman at (954) 343-7467 or e-mail at vredman@southwestranches.org.

All bids shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Non-Mandatory Pre-Bid Conference will be held on **Tuesday May 25, 2021, at 11:00 a.m.** local time, via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform

Bids requested shall be set forth in the Bid and the Bid Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Bidder shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Bidder does not have a written non-discrimination policy, Bidder shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Invitation for Bids.

The Town reserves the right to reject any or all bids.

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Invitation for Bids (“IFB”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Senior Procurement and Budget Officer Department (“Department”). The Department is the SOLE point of contact concerning this IFB. All communications regarding this IFB must be done through the Department (See Section 1.7).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting bids from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper completion of the project consisting of excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod.

The Substantial Completion of the Project shall occur no later than **sixty (60) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **ninety (90) calendar days** from date of issuance of the Notice to Proceed.

1.3 NON-MANDATORY PRE-BID CONFERENCE

The Non-Mandatory Pre-bid Conference will be held via Microsoft Teams Meeting, the link is accessible on the Town website calendar, and the Demandstar.com E-Bidding Platform on **Tuesday May 25, 2021, at 11:00 a.m. local time.**

There will be a Town representative available to answer questions relative to this IFB; however, bidders should not rely on any oral representations, statements, or explanations other than those made by this IFB or a formal Amendment to the IFB. Any questions or comments arising subsequent to the Pre-bid Conference must be presented, in writing, to the Contact Person (See Section 1.7) prior to the date and time stated in the Timetable (See Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days’ notice.

1.4 QUALIFICATIONS OF BIDDERS

All bidders to this IFB shall have demonstrated experience in on-site excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod.

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1.5 TIMETABLE

The anticipated schedule and deadline for this IFB is as follows:

Activity	Date, Time and Location
IFB available for download on website	On or about: Friday, May 28, 2021 , at: http://southwestranches.org/procurement or Demandstar.com
Non-Mandatory Pre-Bid Conference	11:00 a.m. local time, on Tuesday May 25, 2021 , via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform
Deadline for Submission of Written Comments/Questions	10:00 a.m. local time, Wednesday June 2, 2021 , at the Office of the Senior Budget and Procurement Officer, via e-mail to vredman@southwestranches.org
Response to Written Comments/Questions	4:00 p.m. local time, Wednesday June 9, 2021
Deadline for Submission of Bids	11:00 a.m. local time, on Tuesday June 15, 2021 , via DemandStar.com E-bidding
Public Opening	11:00 a.m. local time, on Tuesday June 15, 2021 , via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform
Award Date	To be Determined

1.6 BID SUBMISSION

It is anticipated that bids will be opened at 11:00 a.m., via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform on **Tuesday June 15, 2021**.

All bids must be submitted electronically via DemandStar E-bidding no later than 11:00 a.m. local time on **Tuesday June 15, 2021**.

The Bid Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed bid by a bidder will be considered by the Town as constituting a legal offer by the bidder to provide services required by this IFB at the proposed price identified therein.

No bids will be accepted after the deadline for submission of bids or at any location other than the location designated in this IFB.

Facsimile or email submittals will NOT be accepted. Bids received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

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1.7 CONTACT PERSON

The individual designated as the “Contact Person” for the IFB is:

Venessa Redman, Senior Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 343-7467
Fax: 954 434 1490
Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this IFB between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town’s professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town’s selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this IFB and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the bidder from further consideration. Discovery of a violation after an award by a particular bidder shall render any IFB award to said bidder voidable by the Town, and in the Town’s sole discretion.

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1.10 PUBLIC OPENING

A public opening, of bids, will take place on **Tuesday June 15, 2021**, at 11 a.m. local time via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform

The identity of the Bidders shall be read aloud. However, no additional information set forth in the bid shall be made public until the time of a notice of an “Intended award” or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive, and responsible Bidder in accordance with the terms of this IFB and the Town’s Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e mail, or U.S. Mail no later than **Wednesday June 2, 2021** to the address listed in this IFB Timetable (See Section 1.5) or e mail address listed for the Contact Person (See Section 1.7). The request must contain the bidder’s name, address, phone number, facsimile number, and e mail address.

Changes to this IFB, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of bids. Bidders should not rely on any representations, statements, or explanation other than those made by this IFB or in any Amendment to this IFB. Where there appears to be a conflict between this IFB and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this IFB will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of bidders to routinely check for any Amendments that may have been issued prior to the deadline for submission of bids. Town shall not be responsible for the completeness of any IFB package not downloaded from this website or purchased directly from the Department. A bidder may verify with the designated Contact Person (See Section 1.7) that bidder has received all Amendments to this IFB prior to the submission of its bid.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this IFB are being provided solely as an accommodation and for informational purposes only,

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and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any bidder to examine, inspect and be completely knowledgeable of the terms and conditions of the IFB, or any other relevant documents or matters, shall not relieve the selected bidder from fully complying with this IFB.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein are for bid purposes only and, will be used for tabulation and presentation of the Bid. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

1.13 NOTICE TO PROCEED

It is recommended that Contractor attend a non-mandatory pre-bid conference (See Section 1.5).

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such work to achieve Substantial Completion and Final Completion, within the times set forth in the Agreement (See Exhibit "A"). To the extent set forth in the Agreement, the Town may, in its sole discretion and at its option, elect to impose liquidated damages or actual damages, whichever is greater, for failure to complete the work within the timeframe required (See Exhibit "A").

Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement. If contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

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SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Bidders guarantee their commitment, compliance, and adherence to all requirements of this IFB by submission of their bids.

2.2 MODIFIED BIDS

Bidders may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for submission of bids specified in the IFB Timetable (See Section 1.5). The Town will only consider the latest bid submitted.

2.3 WITHDRAW OF BID

A bid may be withdrawn, only by written notification to the Town, prior to the opening of bids. (See Section 1.5). After the opening of bids, they shall be irrevocable for a period of one hundred twenty (120) days. Unless withdrawn, as provided in this subsection, a bid shall be irrevocable until the time that a Contract is awarded. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

2.4 LATE BID, LATE MODIFIED BID

Bids and/or modifications to bids received after the deadline for submission of bids specified in the IFB Timetable (See Section 1.5) shall not be considered.

2.5 IFB POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this IFB to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all bids; commence a new solicitation process; postpone or cancel this IFB process; and/or waive any non-material irregularities in this IFB or the bids received as a result of this IFB. In addition, the Town of Southwest Ranches Council may reject any bid prior to award.

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Bidder, or to re advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY BIDDERS

All expenses incurred with the preparation and submission of bids to the Town, or any work performed in connection therewith, shall be borne by the bidder.

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2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bids will be available for public inspection after the opening of bids, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 RIGHT TO PROTEST

For purposes of this IFB, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this IFB by reference (“Bid Protest”). By responding to this IFB, all bidders agree that the Bid Protest procedures set forth in the Code are applicable to this IFB and shall comply with said procedures.

Any bidder may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Senior Procurement and Budget Officer within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Bidder’s facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.10 AWARD

The Town intends to award a contract to the lowest, responsive, and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town’s Procurement Code.

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2.11 WRITTEN CONTRACT

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 ASSIGNMENT

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.13 CANCELLATION

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Bidder with the next highest ranking by the selection committee, or to re advertise the IFB in its sole discretion whenever deemed in the best interests of the Town.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

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2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.18 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this IFB or any Contract awarded.

2.19 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform, and Contractor shall have fourteen (14) days to cure such failure, or such time as set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall

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also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a bid will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. 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 contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in the Contractor's possession or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

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 AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this IFB. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

2.24 CONTRACT PROVISIONS (EXHIBIT "C")

2.24.1 Agreement. The selected bidder will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "C"), subject to negotiated exceptions.

2.24.2 Authorization to Sign. In addition to executing the Agreement, the selected bidder will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected bidder is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected bidder is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.25 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder, his agents, subcontractors, or any person the Bidder utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

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2.26 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected bidder to provide certified copies of all insurance policies specified in the Agreement (Exhibit “C”). The selected bidder shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit “C”). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town’s review or acceptance of insurance maintained by the selected bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected bidder under the Agreement.

2.27 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated “A-” or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the bidder and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town’s insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

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2.28 SECURITY AND BONDING REQUIREMENTS

2.28.1 Bid Security. Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total gross amount of the bid. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the Bidder as non-responsive.

2.28.2 Performance and Payment Bonds. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Town the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Section 2.28.5. Each Bond must name "Broward County" as an additional obligee.

Simultaneous with the delivery of the executed contract form, the Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

2.28.3 Qualifications of Surety. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000.00:

- a. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.
- b. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of

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the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide the Town with evidence satisfactory to the Town that such excess risk has been protected in an acceptable manner.

- c. A surety company that is rejected by Town may be substituted by the Bidder or proposer with a surety company acceptable to Town, but only if the bid amount does not increase.
- d. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:
- e. For projects that do not exceed \$500,000.00, Town may accept a Bid Bond, Performance Bond, and Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

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

The Certificate and Affidavit so certifying should be submitted with the Bid Bond, Performance Bond, and Payment Bond.

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

2.28.4 Duration of Bonds. The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of

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the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.

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

2.28.5 Non-compliance. An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

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

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

2.29 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any bidder by virtue of this IFB or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a bidder, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.30 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

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

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

2.30.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit __ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ____ percent (0%) of total Services under this Contract (the "Commitment").

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

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

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

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determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

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

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

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

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

2.31 SUPPLEMENTAL WAGE REQUIREMENTS

2.31.1 The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

2.31.2 All mechanics, laborers, and apprentices employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

2.31.3 If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator

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shall submit the question, together with its recommendation, to the Town Administrator for final determination, which shall be binding.

2.31.4 In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Town for any all costs incurred by Town to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

2.31.5 Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

2.31.6 Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

2.31.7 The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

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

2.32 DOMESTIC PARTNERSHIP REQUIREMENT

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

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2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected bidder shall submit a completed DOIA within a reasonable time, as requested. If the selected bidder fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Bidder shall complete the attached Sworn Statement on Public entity Crimes and submit it with its bid.

2.36 PROGRESS PAYMENTS

Contractor may make an application for payment (“Application for Payment”), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor’s applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by the Contract

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Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Contract Administrator as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Contract Administrator for approval as follows:

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

Rod Ley, Public Works Director/Town Engineer
13400 Griffin Rd, Southwest Ranches, FL 33330

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

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

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

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or the Town relating to Contractor's performance.

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- C. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- D. Damage to another contractor not remedied.
- E. Liquidated damages and costs incurred by Contract Administrator for extended construction administration.
- F. Failure of Contractor to provide documents required by the Contract Documents.

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

2.37 PROJECT RECORDS AND RIGHT TO AUDIT

Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

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

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In

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addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

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

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

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

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Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

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

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

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

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SECTION 3 BID REQUIREMENTS

3.1 BID FORMAT AND CONTENT

3.1.1 Format. The electronic copy of the bid should be submitted via DemandStar E-bidding. Bids should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

3.1.2 Technical Bid. Bids must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a bidder to provide the required information is considered sufficient cause to deem the bid non-responsive.

Bidders must use the Bid form(s) furnished by the Town and included in the appendix of the IFB. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid.

All items should be submitted as a part of the bid prior to the deadline for submission of bids (See Section 1.5); however, if the item(s) marked by an asterisk (*) are omitted, the bidder must submit such item(s) upon request from the Department within a time frame specified by the Department (normally within two (2) business days of request) or the bid shall be deemed non-responsive. All other items must be submitted with the bid or it shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all bidders, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any bidder who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the bid. Upon request, it shall be the responsibility of the bidder to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause to deem the bid non-responsive.

A set of tabs to identify each section of the bid should be inserted to facilitate quick reference. Each section of the bid should be clearly labeled using the paragraph headings set forth below.

3.2 BID SCHEDULE

Each bidder shall submit a completed Bid Schedule, included as Appendix "B". Pricing in the Bid Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Bidder warrants that the prices, terms and conditions quoted in the Bid Schedule will be firm for a period of one hundred twenty (120) days from the date of the bid opening. If there is a

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discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract at the Bid price.

SECTION 4 SPECIAL PROVISIONS

4.1 REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

4.2 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The lump sum price shall not include the cost for any permit fees except the cost of a permit fee for a dewatering permit, if applicable. If any other permit fees are required for any work, the Owner will pay the actual cost of said permit directly or as an extra to the Agreement. The Contractor shall be responsible to pay any dewatering permit fees under the lump sum contract price.

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4.3 UTILITIES CONTACTS

Potential utility conflicts may vary with each work site. Prior to commencing work, the Contractor shall visit the work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures.

The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

Finally, the Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the bid proposal, all utility companies reserve the right to accept or reject bid items on their part of work and perform their work by their forces or other contracted forces.

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

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

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

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

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entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

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

4.5 PROSECUTION OF THE WORK

The Contractor will be required to maintain within the Town, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within five (5) working days and shall efficiently prosecute the work with adequate personnel and equipment until final completion, within thirty (30) calendar days after the date of Substantial Completion or no later than ninety (90) days from the issuance of the Notice to Proceed. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in Section 2.4.2 of the Agreement.

4.6 MAINTENANCE OF TRAFFIC (MOT)

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Manual of Uniform Traffic Control Devices (MUTCD) at all times.

If the Contractor proposes to impact any local traffic as a result of any construction activities associated with this project, he shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, the Town of Southwest Ranches and the Broward County Traffic Engineering Division (BCTED) for approval, prior to starting the work.

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches at all times. Any impacts to local traffic shall require a Maintenance of Traffic Plan to be submitted and approved by SBDD, Town of Southwest Ranches and Broward County Traffic Engineering Division (BCTED).

4.7 STORM PREPARATION

The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events. The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall maintain storm water and drainage flow as may be required

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to prevent adverse effects of storm water which would normally flow through the existing and proposed facilities. The Contractor will not be paid additional for any measures related to this item; however, a time extension may be added to the contract for the time delay.

4.8 LABORATORY AND DENSITY TESTS

All material, laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor and acceptable to the Owner and Engineer.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated all material, laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

4.9 COMPLAINTS

The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours.

SECTION 5 GENERAL PROVISIONS

5.1 DEFINITIONS

ADDENDA Written or graphic instruments which clarify, correct or revise the bidding documents or the Contract Documents for Invitation for Bid 21-007.

BID The offer or proposal to perform all services required in Invitation for Bid 21-007.

BOND Bid, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER A document prepared by the Town, which amends the scope of services, scheduling or pricing within the executed Contract.

CONSTRUCTION CHANGE DIRECTIVE A written order prepared by the Town, directing a change in the work, scheduling, and/or pricing of the services required under the Contract.

CONTRACT The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

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CONTRACT DOCUMENTS The Contract, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents".

CONTRACT PRICE The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

CONTRACTOR The successful bidder with whom Town has entered into a Contract with for performance of the Work.

DAY Shall mean calendar day, unless otherwise specified.

DEFECTIVE WORK Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT The latest execution date of the Contract.

FINAL COMPLETION Work completed in compliance with industry standards, contract provisions, and passed final inspection.

PROJECT on-site excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod, as defined in IFB 21-007.

SUBSTANTIAL COMPLETION is defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operational status;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

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WORK The scope of services required to complete the on-site excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod, as defined in IFB 21-007.

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5.2 APPLICABLE CODES

A. General

All construction and materials shall conform to the standards and specifications of the South Broward Drainage District (SBDD), Town of Southwest Ranches, Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.

B. Construction Safety

All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

C. Trench Safety Act

Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, Florida Statutes Section 560, etc. No trenches shall be left open overnight or during weekends.

D. Survey Data

All elevations on the plans or referenced in the specifications are based on the North American Vertical Datum of 1988 (NAVD).

5.3 EXISTING IMPROVEMENTS AND LANDSCAPING

A. All trees, shrubs and other vegetation that must be removed to perform the work under this contract shall be disposed of off-site in a legal manner.

B. All fences that are removed must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of fence as was removed unless noted as removal only.

C. All wood, plastic, paper, metal and vegetation removed from the site shall be disposed by the Contractor outside the boundaries of this project in accordance with all applicable environmental regulations.

D. Irrigation systems and existing utility lines encountered by the Contractor are to be protected. Any damage to any irrigation system or existing utility line shall be repaired by the Contractor at his own expense.

E. All mailboxes, entry gate access/call boxes or decorative entry features that are removed or disturbed during construction must be reinstalled or replaced with the

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same type (thickness, color, material, size, etc.) of item as was removed unless noted as removal only.

5.4 CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of Notice of Award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a Sunshine Certification Number at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations. The Contractor is to provide Certification number to the Owner prior to commencing any work.
- C. Utility lines in the Project area have been shown on the Plans. However, Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.
- D. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.
- E. The Contractor shall verify the size, location, elevation and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the Plans; the Contractor shall immediately notify the Owner. The Contractor shall hand dig in the vicinity of the existing irrigation or utility lines to minimize the potential for damage to those pipes.
- F. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

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- G. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. The Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.
- H. The Contractor shall be responsible for damage to any existing utilities, piping, etc. shown on the drawings, or for which he fails to request locations from the utility owner. He is responsible as well for damage to any existing utilities/piping that is properly located.
- I. Temporary Utilities – it shall be the Contractor's responsibility to arrange for or supply temporary water services, sanitary facilities, electricity, phones, etc. to his employees and subcontractors for their use during construction.
- J. Staging Area – the Contractor shall be able to make use of the right-of-way area for staging of equipment and materials. It shall be the Contractor's responsibility to properly secure the staging area and to maintain the staging area in a neat and orderly manner. The Owner shall not be responsible for any damage, theft, displacement, or other incidents that may occur in the staging area or project site.
- K. The Contractor shall obtain approval from private property owners for the locations and use of all other staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

5.5 SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and bench marks as required.

Prior to beginning construction, the Contractor shall provide the Owner with all information related to the survey bench mark(s) to be used by the Contractor including: location, source and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

The Contractor shall not rely on scaling or measurements of line work, symbols, etc. on AutoCAD files or other computer files provided by the Owner or Engineer. The Contractor or Contractor's Surveyor shall perform all required calculations, reviews, confirmations and other office work necessary to properly lay-out and/or as-built the project in accordance with the Contract Documents.

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As-built surveys shall be performed by a surveyor under contract to the Contractor. All as-built surveys that reflect work performed in accordance with the Contract Documents shall be included in the lump sum contract price. There will be no separate payment for providing the required stake-out, line and grade, benchmarks, as-built drawings or other surveying work.

5.6 INSPECTIONS

The Contractor shall notify SBDD (954) 680-3337 at least 24 hours prior to the inspection of the following items:

- A. Placing RCP: Bedding, pipe joints and backfill are to be inspected (including density tests).
- B. Drainage structures: Type C and Type D inlets, 5' diameter manholes, PRB, headwall, and concrete aprons.
- C. Lamping: All piping is to be lamped, as determined by the SBDD Inspector.
- D. Grading: Site grading and swale grading shall be approved prior to sodding.
- E. Restoration, including asphalt, asphalt driveways and concrete driveway restoration.
- F. Final: Participate with the Owner and SBDD in a Final Inspection of all work performed.

5.7 SHOP DRAWINGS

- A. Prior to their construction or installation, shop drawings shall be submitted to and reviewed by the Owner for pipe material, drainage structures, PRBs, and all other project components as appropriate or as directed by the Owner.
- B. Prior to submitting shop drawings to the owner, the Contractor shall review and approve the drawings and shall note in red, any deviations from the plans and specifications.

5.8 PROJECT SITE

- A. During construction the project site, staging area, construction traffic routes, and all adjacent areas shall be maintained in a neat and clean manner. Upon final clean-up, the project site shall be left clear of all surplus material or trash and the paved areas shall be swept broom clean and washed down as directed by Owner.
- B. The Contract Documents depict the project limits for the project. The Contractor is prohibited from entering, encroaching upon or storing material on any property outside the project limits or approved staging area without the express written permission of the affected property owner(s).

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- C. The Contractor shall restore all damages to existing wetlands, uplands, rights-of-way, easements, private properties, South Broward Drainage District facilities and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to work.
- D. The Contractor shall restore or replace, when and as directed by Owner, any public or private property damaged or altered by his work, equipment, employees or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations.
- E. The Contractor and Owner shall perform a pre-work inspection of the project area, staging area and construction traffic routes to review and document the existing conditions. Contractor shall be responsible to perform the level of review and documentation necessary to properly and adequately document the existing pre-work conditions. The pre-work inspection shall be the basis for the Owner to determine the extent of restoration/replacement that is required under these contract documents to restore/replace the project site, staging area, construction traffic access routes, and adjacent areas to a condition at least equal to that existing immediately prior to the beginning of operations.
- F. Where material or debris has washed into, flowed into, or been placed into water bodies, lakes, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of by the Contractor.
- G. No trenches shall be left open overnight or during weekends.

5.9 POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards. Pollution Control measures shall apply to both the work area and the staging area, as applicable.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities.

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If any fines or penalties are incurred as a result of the Contractor's actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner or Engineer.

The Contractor shall apply for, secure and abide by the terms of a dewatering permit if any of his activities or those of his subcontractors warrant a dewatering permit from any government agency. The Contractor shall pay for all costs associated with the dewatering permit under the total lump sum price for the project.

If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean-up. The Owner shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

5.10 DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all demolition debris, waste materials and debris resulting from his construction activities in accordance with the Contract Documents. The Contractor shall provide all means of protecting the work area and other surrounding properties from any hazardous waste by methods approved by all governmental agencies having jurisdiction.

5.11 SAFETY – LOSS CONTROL PROVISIONS

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, subcontractors, the District, or its invitees. The Contractor shall initiate and maintain an accident prevention program which should include, but is not limited to, the following: establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout the construction, repair, alterations, or demolition work. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is exposure to hazardous conditions, including safety belts, lifelines and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of this section from the Contractor to the District and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all person and property at the project site. Employees required to handle or use toxins, caustics, and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security, and any and all other appropriate federal, state,

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local or District safety and health standards including, but not limited to OSHA, and the State of Florida Trench Safety Act.

The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, Broward County, and Contractor does hereby save and hold harmless Owner, Engineer, and Owner's and Engineer's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.

5.12 PROJECT RECORD DRAWINGS

- A. The Contractor shall maintain accurate and complete records of work items completed.
- B. All required density tests for the backfill shall be provided to the Engineer prior to placing the sod.
- C. All "as-built" information submitted to the Engineer shall be sufficiently accurate, clear and legible to satisfy the Engineer and any applicable reviewing agency that the information provides a true and accurate representation of the improvements constructed.
- D. "As-built" information for the drainage improvements shall include horizontal locations and all piping and structures; rim and invert elevations; pipe lengths; bottom of structure elevations; bottom of PRB elevations; pipe crossing information; swale elevations; and all relevant physical features. "As-built" drawings shall be overlaid on the approved construction drawings.
- E. All "as-built" information shall be certified by a registered land surveyor.

5.13 TESTING

All laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor, and acceptable to the Owner.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated with laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

The following material and density tests shall be required:

- Two (2) density tests each for the subgrade and lime rock base material under the pavement area, asphalt driveways and concrete driveway restoration areas (total of 28 tests).

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- Two (2) density tests per lift per pipe run for the backfill material over the drainage pipe.
- The cost of all laboratory and density test shall be included in the lump sum price for the project.

5.14 FINAL COMPLETION

Upon completion of Construction, the Contractor must request a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the inspection.

5.15 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

5.16 SCOPE OF WORK

The project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable for drainage improvements for SW 50th Street and SW 182nd Terrace.

5.16.1 Earthwork

- A. Any wet excavated materials shall be drained before transporting the material on any public or private road.
- B. All roads over which fill is transported shall be swept clean of all sand, dust and rock at mid-day, the end of each day and at any other time the Owner directs such cleaning to be done, and shall also be washed down if necessary.

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- B. All fill material to be placed within twenty four (24) inches of any proposed pipe on this project shall be not larger than twelve (12) inches in diameter.
- C. Backfill material for the existing drainage ditch shall be suitable material with a minimum LBR of 40.

5.16.2 Reinforced Concrete Pipe

A. Material

Reinforced concrete pipe (RCP) shall conform to ASTM C76, latest revision and shall be Class III, Wall B or C. All pipes shall have modified tongue and groove joints and have rubber gaskets unless otherwise specified.

B. Installation

1. Bedding and initial backfill over drainage pipes shall be stable sand or graded rock with no rock larger than 1 inch diameter.
2. Backfill material under paved areas shall be compacted to 98% of the maximum density as determined by AASHTO T-180.
3. Backfill material under areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T -180.
4. Pipe shall be constructed with a uniform grade and line.
5. Backfill material within 24 inches of the surface shall be well graded granular material well tamped in layers not to exceed 12 inches.
6. The water elevation in the trench during the placement of pipe shall not be higher than the midpoint of the pipe.
7. In the event pipe joints do not meet Florida Department of Transportation criteria, the pipe shall be removed and reinstalled or repaired at the discretion of the Owner.

C. Damaged Pipe

1. Damaged pipe shall be accepted or rejected in accordance with the criteria of the Florida Department of Transportation.
2. All damaged pipe that is to be repaired, shall be repaired in accordance with the criteria of the Florida Department of Transportation.

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3. Any damaged pipe shall be repaired/replaced at the Contractor's expense.

D. Inspections

1. The final inspection shall include pumping down the pipes and maintaining that level for the duration of a lamping inspection to be conducted by the Owner's inspector.
2. The final inspection shall be considered satisfactory if, among other points, the pipes are clean. Clean shall be defined as the bottom of the culvert not containing more than 0.75 inches of mud in the bottom of the pipes.

5.16.3 Structures

A. Materials

1. All drainage structures (inlets) shall be precast concrete structures and shall be the size and type designated on the drawings. Drainage inlets shall be constructed in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 425. All drainage structures located in grass areas shall have a 12" concrete apron.
2. The Grates for the Type "C" and Type "D" drainage structures shall be a USF 6606/6607, or approved equal. The manhole lid for MH # 1 is a USF-420C "Storm" lid or approved equal.

B. Installation and Maintenance

1. The location of the drainage structures shall govern, and pipe lengths may have to be adjusted to accomplish construction as shown on the plans. There will no additional payment for any adjustment made to pipe lengths, as this is a lump sum contract.
2. Drainage inlets shall be installed in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 425.
3. Drainage inlets and yard drains in grass areas shall have 12" concrete collar (4" thick) around the entire perimeter of the grate, unless otherwise noted on the plans.
4. All inlets and pipes shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs, plywood, filter fabric or plastic covers over the inlets. Prior to final

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acceptance, all temporary plugs, covers, etc. shall be removed and the entire drainage system shall be cleaned of all debris.

5.16.4 Headwalls

Rip-Rap Headwall shall be constructed of sand-cement bags and pinned with rebar and shall conform to FDOT Standard Index No. 258, latest revision. The cap of the headwall shall match the cap elevation of the headwall to be connected to. Special care shall be taken to not damage the existing rip-rap wall. Filter fabric shall be placed behind the connection point of the rip-rap wall and overlap 12" each way.

5.16.5 Sod

A. Materials

1. Sod shall be argentine Bahia sod or St. Augustine sod as directed by the Town Engineer.
2. Sod shall be free of weeds, fungus, insects and disease.

B. Installation and Maintenance

1. Sodding shall be placed and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 575-3.
2. Sod shall be placed in a manner that insures that it will not slide out of position in which the Contractor places it. If necessary, sod shall be pinned.
3. All sod shall be installed flush with existing undisturbed sod.
4. A 2" layer of topsoil shall be placed below all new sod.
5. New sod should be watered daily and kept wet during the first 7-10 days. Once the sod has rooted into the soil, watering frequency should be reduced.

5.17 CHANGES IN THE WORK

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

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Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as the Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to the Town Administrator as set forth in Section 31, of Exhibit "A" Agreement.

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

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

5.18 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Bid price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Bid and Bid Schedule are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Bid Schedule and Contract.

5.18.1 Change Order. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town, notifying of the occurrence giving rise to damages. Within fourteen (14) days thereafter, Contractor shall supply notice of the amount of the claim, including supporting data for direct, indirect, and consequential damages resulting from the occurrence. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

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5.18.2 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways

- a. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 5.18.7
- b. By mutual acceptance of a lump sum, which sum Contractor and Town acknowledge contains a component for overhead and profit.
- c. On the basis of the “cost of work,” determined as provided in Sections 5.18.3 and 5.18.4, plus a Contractor’s fee for overhead and profit as determined in Section 5.18.3.

5.18.3 The term “cost of work” means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 5.18.4.

- a. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by the Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by the Town.
- b. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless the Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to the Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by the Town, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Town will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

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- c. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by the Town, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the Town who will then determine, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.
- d. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.
- e. Supplemental costs including the following:
 - (i) All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.
 - (ii) Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.
 - (iii) The cost of utilities, fuel, and sanitary facilities at the site.
 - (iv) Cost of premiums for additional bonds and insurance required because of changes in the Work.

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

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 5.18.3.a, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.
- b. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.
- c. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

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- d. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- e. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.
- f. Other overhead or general expense costs of any kind. cite in 5.18.2.c

5.18.5 Contractor's fee for overhead and profit shall be determined as follows:

- a. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
- b. A fee based on the following percentages of the various portions of the cost of the Work:
 - (i) For costs incurred under subsections 5.18.3.a and 5.18.3.b, Contractor's fee shall not exceed ten percent (10%).
 - (ii) For costs incurred under subsection 5.18.3.c, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - (iii) No fee shall be payable on the basis of costs itemized under subsections 5.18.3.d and 5.18.3.e (except subsection 5.18.3.e(iii)) and Section 5.18.4

5.18.5 The amount of credit to the Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

5.18.6 Whenever the cost of any Work is to be determined pursuant to Sections 5.18.3 and 5.18.4, Contractor will submit in a form acceptable to Contract Administrator an itemized cost breakdown together with the supporting data.

5.18.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

5.18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Contract Administrator.

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

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- b. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

5.18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or “cost of the work.”

5.18.10 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor’s overhead and profit.

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

The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 5.15. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above;

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provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town.

5.19 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

5.19.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Section 5.18 hereof. Failure of Contractor to comply with Section 5.18 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

- a. A Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of Town or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Section 5.15 hereof.

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be two hundred Dollars (\$200.00) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

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

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5.20 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

5.20.1 Owner May Stop the Work. If Work is defective, the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

5.20.2 Correction or Removal of Defective Work. If required by Town, Contractor shall promptly and at its sole expense, either correct or remove all defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal.

5.20.3 One Year Correction Period. In the event any work is found to be defective within one year of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or remove it and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or removed and replaced, and all direct, indirect and consequential costs of such removal and replacement will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and, in the Contract, shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

5.20.4 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in, Item H "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

5.20.5 Town may Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously.

To the extent necessary to complete remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and

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machinery at the site. Contractor shall allow Town and its representatives, agents and employees access to Contractor's tools, appliances, construction equipment and machinery as required to correct defective work. All direct, indirect and consequential costs of the Town in exercising such rights and remedies will be charged against Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 5.5 – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

5.20.6 Waiver of Florida Statute 558. The Contractor and the Town understand and agree that chapter 558, Florida Statutes, shall not apply to the Contract or claims, if any, by the Town arising out of the IFB or the resulting Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

5.21 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this IFB or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If cost of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and any direct and

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reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

5.22 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Bid and Bid Schedule and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid Schedule.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order or Construction Change Directive executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but not more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10%) percent for retainage. The final retainage will be released after Final Completion of the Project, after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which inspection reveals that the Work is incomplete or defective. Provided however, that nothing herein

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shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth herein. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section 5.20, or (c) because claims have been made against the Town on account of Contractor's performance of the Work or liens or claims have been filed in connection with the Work, or other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

5.23 ACCEPTANCE AND FINAL PAYMENT

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

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

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

5.23.4 Final Payment. Final payment shall be made only after the Board or Senior Procurement and Budget Officer, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor,

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except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

5.24 PURCHASING CARD (PCARD) ACCEPTANCE

The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

5.25 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

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

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Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 5.4 – “Changes in the Work”.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.26 CONTRACTOR’S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor must strictly and promptly follow Town’s instructions in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent. The superintendent shall not be changed except with the written consent of Town, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention. The

The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this IFB and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

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

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on or accessible from the Project site and shall be available at all times for inspection and copying by Town.

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

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

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to the IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

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Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

5.27 INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

5.28 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

5.29 EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

5.30 HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

5.31 CONTRACTOR'S PERFORMANCE

The Contractor shall commence performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion

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of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

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

The Bidder shall furnish prices for all Bid items. Failure to do so may render the Bid invalid and cause its rejection. The Bidder shall also furnish evidence that they hold appropriate licenses to perform the Work which is the subject of this Bid, and as required by Florida Statutes and Local law. Bidders must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Bid price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Bidder and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

[Remainder of page intentionally left blank]

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APPENDIX A
BIDDER INFORMATION

[Please print clearly]

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: Office: _____ Cell: _____

BIDDER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If the Bidder is a Corporation, affix corporate seal)

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**APPENDIX B
BID SCHEDULE**

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the lump sum price shown below.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Price</u>
1.	Mobilization	LS	1	\$	\$
2.	Install 15" RCP	LF	438	\$	\$
3.	Install 18" RCP	LF	395	\$	\$
4.	Install 24" RCP	LF	162	\$	\$
5.	Install Type "C" Drainage	EA	4	\$	\$
6.	Install Type "D" Drainage	EA	8	\$	\$
7.	Install 5' Diameter Manhole	EA	1	\$	\$
8.	Install Pollutant Retardant Baffle	EA	1	\$	\$
9.	Install Rip-Rap Headwall	EA	1	\$	\$
10.	Construct Roadside Swale	LF	1078	\$	\$
11.	Pavement Restoration	SY	256	\$	\$
12.	Remove/Reinstall Guardrail	LS	1	\$	\$
13.	Install Concrete Apron	EA	2	\$	\$
14.	Restoration	LS	1	\$	\$
15.	Erosion/Pollution Control	LS	1	\$	\$
16.	Maintenance of Traffic	LS	1	\$	\$
Total Lump Sum Bid Price				\$	

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ITEM NOTES

GENERAL

All Items listed in the Bid Schedule shall be considered as sufficient to complete the work in accordance with the plans and specifications. Any portion of the work not listed in the Bid Schedule shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the Bid Schedule and the total lump sum price for the project. Payment for the units shown on the Bid Schedule shall be considered to include the furnishing of all labor, equipment, materials and testing necessary to complete the work in place.

The contract for this project is a lump sum contract. Unit prices shall be used for the purposes of bid evaluation, progress payments and to determine the cost of change orders resulting from changes to the design.

The Bidder/Contractor is responsible to verify all quantities listed in the Bid Schedule. The field measurement of quantities will not affect the lump sum contract price.

ITEM 1 - MOBILIZATION

The work covered by this item shall include, but not be limited to, the mobilization of Contractor's personnel, equipment and supplies to the project site; the establishment of the Contractor's staging area, temporary facilities, grading, securing, and restoration of staging area; pre-work inspection and documentation; and all other costs incurred for activities which must be performed prior to beginning the work under this contract; and the removal of the Contractor's equipment, supplies, excess materials, and cleanup of the construction site, as needed to complete the work. The staging area for this project shall be limited to the right-of-way for SW 50th Street and SW 182nd Terrace. The Contractor shall obtain approval from private property owners for the locations of all staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

ITEM(S) 2, 3, and 4 – INSTALL 15" RCP, 18" RCP or 24" RCP

The work covered by this item shall include the complete, in-place installation of the 15", 18" or 24" reinforced concrete pipe (RCP) in accordance with the contract documents including, but not limited to, materials, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, the work covered by this item shall also include the removal of the existing asphalt driveway(s), concrete driveway(s), fencing, mailboxes, entry gate call box(es), landscaping features, and other debris that may be within the limits of construction to afford construction of the proposed drainage structures, manhole(s), headwall or associated piping as needed to complete the work. This item shall also include the proper disposal of all materials offsite to an approved location in accordance with contract documents. The

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following density tests shall be required: a total of two (2) tests per lift per pipe run for the backfill material outside the limits of the pavement.

ITEM(S) 5 & 6 – INSTALL TYPE “C” or TYPE “D” DRAINAGE STRUCTURE(S)

The work covered by this item shall include the complete, in-place installation of the Type “C” or Type “D” drainage structure(s) in accordance with contract documents and technical specifications including, but not limited to, materials, shop drawings, pre-casting, frame and cover, concrete collar/top slab, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-built as needed to complete the work. A 12” wide concrete apron to be provided for each structure.

ITEM 7 – INSTALL 5’ DIAMETER MANHOLE

The work covered by this item shall include the complete, in-place installation of the 5’ diameter manhole structure(s) in accordance with contract documents and technical specifications including, but not limited to, materials, shop drawings, pre-casting, frame and cover, concrete collar/top slab, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-built as needed to complete the work. The manhole lid for MH # 1 is a USF-420C Storm, O.A.E.

ITEM 8 – INSTALL POLLUTANT RETARDANT BAFFLE (PRB)

The work covered by this item shall include the complete, in-place installation of an aluminum PRB in accordance with contract documents and technical specifications including, but not limited to, materials, shop drawings, pre-fabrication, neoprene gasket, stainless steel mounting hardware, surveying, dewatering, plugging, leveling, grouting, brick, mud work, testing, inspections, and as-built as needed to complete the work. The PRB shall be installed in CB # 10 as per the approved construction plans.

ITEM 9 – INSTALL RIP-RAP HEADWALL

The work covered by this item shall include the complete, in-place installation of the rip-rap headwall in accordance with the contract documents including, but not limited to materials, shop drawings, surveying, excavation, dewatering, bedding, backfill, grading, brick, mud work, compaction and restoration as needed to complete the work. The work covered by this item also includes the excavation of the channel 10’ out in front of the headwall for a width of 8’ centered on the pipe opening. The channel depth shall be a minimum of 12” below the pipe invert.

ITEM 10 – CONSTRUCT ROADSIDE SWALE

The work covered by this item shall include the complete, in-place construction of the roadside swale in accordance with the contract documents including, but not limited to

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materials, surveying, excavation, grading, sloping, compaction, sod, temporary watering, and as-built as needed to complete the work.

ITEM 11 – PAVEMENT RESTORATION

The work covered by this item shall include the complete, in-place restoration of the asphalt pavement in accordance with the contract documents including, but not limited to, materials, surveying, excavation, backfill, subgrade, lime rock base, asphaltic concrete, grading, compaction testing, and pavement striping. The following density tests shall be required: two (2) tests each for the subgrade and lime rock base materials at each crossing (total of 28 tests for the project). This work item shall also include the complete restoration of the asphalt driveway(s) in accordance with the contract documents including, but not limited to, surveying, excavation, backfill, grading, compaction, testing, saw cutting, paving, inspections, and as-built as needed to complete the work.

ITEM 12 – REMOVE/REINSTALL GUARDRAIL

The work covered by this item shall include the removal and reinstallation of the existing guardrail as need to complete the installation of the 24” RCP pipe, rip-rap headwall and/or canal excavation as needed. The guardrail shall be reinstalled to meet FDOT specifications and in accordance with the contract documents including, but not limited to materials, surveying, and equipment as needed to complete the work.

ITEM 13 – INSTALL CONCRETE APRON

The work covered by this item shall include the complete, in-place installation of a 12” wide concrete apron around existing drainage structure(s) in accordance with the contract documents including, but not limited to materials, shop drawings, surveying, excavation, backfill, grading, compaction, formwork, concrete, and restoration as needed to complete the work.

ITEM 14 – RESTORATION

The work covered by this item shall include the complete restoration of the project limits in accordance with the contract documents including, but not limited to, materials, surveying, backfill, top soil, swale grading, removal of excess fill, compaction, sod, and temporary watering as needed to complete the work. This work item shall also include the complete restoration of the fence(s), mailbox(s), entry gate call box(es), landscape feature(s) and/or concrete driveway(s) (6” thick concrete) in accordance with the contract documents including, but not limited to, surveying, excavation, backfill, grading, compaction, testing, saw cutting, forming, steel reinforcement, concrete, inspections, and as-built as needed to complete the work.

ITEM 15 - EROSION/POLLUTION CONTROL

- A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable

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government regulations related to the erosion of soil or vegetation or impacts on the water quality of any body of water.

- B. This item shall include all costs and measures necessary to comply with all dewatering regulations.
- C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.
- D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Nos. 102 and 103.
- E. The Contractor shall include the installation of Mirafi filter fabric at all inlets as indicated on the construction plans.

ITEM 16 – MAINTENANCE OF TRAFFIC

The work covered by these items shall include, but not be limited to the preparation, set-up, and implementation of a Maintenance of Traffic Plan. This shall apply to any proposed lane closures as required to perform and complete the work.

The Contractor shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches for approval, prior to starting the work, as applicable.

This item shall include any flag persons, signage, barricades, barriers, traffic plates or other provisions that are required to meet the requirements for the MOT. If necessary, the Contractor shall employ the services of a registered professional engineer to prepare the MOT Plan and/or assist in the Contractor in the implementing the MOT Plan.

The Contractor shall ensure that one lane of traffic is open at all times on SW 50th Street and SW 182nd Terrace during working hours; and that roadways are fully open overnight and on weekends. In addition, the Contractor shall ensure that homeowners shall have proper ingress and egress access to their properties during the full duration of the project.

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**APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST**

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**

the _____ of _____.

[position-e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

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_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

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**APPENDIX D
DRUG FREE WORKPLACE**

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE: _____

BIDDER: _____

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APPENDIX E
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 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, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in 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.
4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a “person” as defined in Para. 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.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

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BIDDER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

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**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of _____)

) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

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BIDDER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

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APPENDIX H
BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

[Signatures on next page]

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State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Bidder), who is
personally known to me or who has produced _____ as identification and
who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: _____

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***APPENDIX I
CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR)**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner
of (Company name) _____, is hereby authorized to execute the
Bid dated

_____20____, to the Town of Southwest Ranches and his execution thereof, attested by
the undersigned, shall be the official act and deed of _____.
(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,
20____.

Secretary:

(SEAL)

BIDDER: _____

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**APPENDIX M
BID BOND**

Bond No. _____

BID BOND

State of _____)
County of _____) ss:

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____ 20__ for

“ IFB 21-007 – DRAINAGE IMPROVEMENTS FOR
SW 50TH STREET AND SW 182ND TERRACE”

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

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BIDDER: _____

By: _____

Title: _____

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: _____

Name: _____

Date: _____

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APPENDIX N
GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, CONTACT PERSON and EMAIL** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

BIDDER: _____

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APPENDIX O
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

BIDDER: _____

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APPENDIX Q
BIDDER EXPERIENCE QUESTIONNAIRE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____
Contact Person Email: _____

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____
Contact Person Email: _____

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____
Contact Person Email: _____

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APPENDIX R
SUB-CONTRACTOR LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

BIDDER: _____

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APPENDIX S

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

BIDDER: _____

[Remainder of page intentionally left blank]

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APPENDIX T

LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

BIDDER: _____

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APPENDIX U

INSERT W – 9

Must utilize current IRS October 2018, signed, dated and legible W-9

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APPENDIX V

INSERT PROOF OF INSURANCE

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*** APPENDIX W**

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

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APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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IFB NO. 21-007

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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IFB NO. 21-007

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

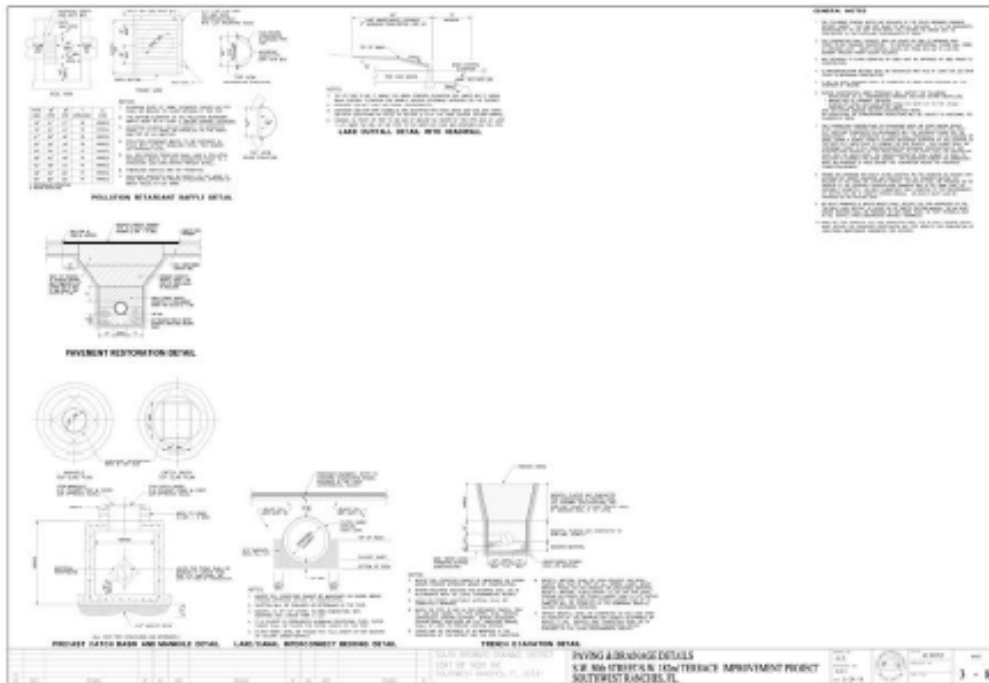
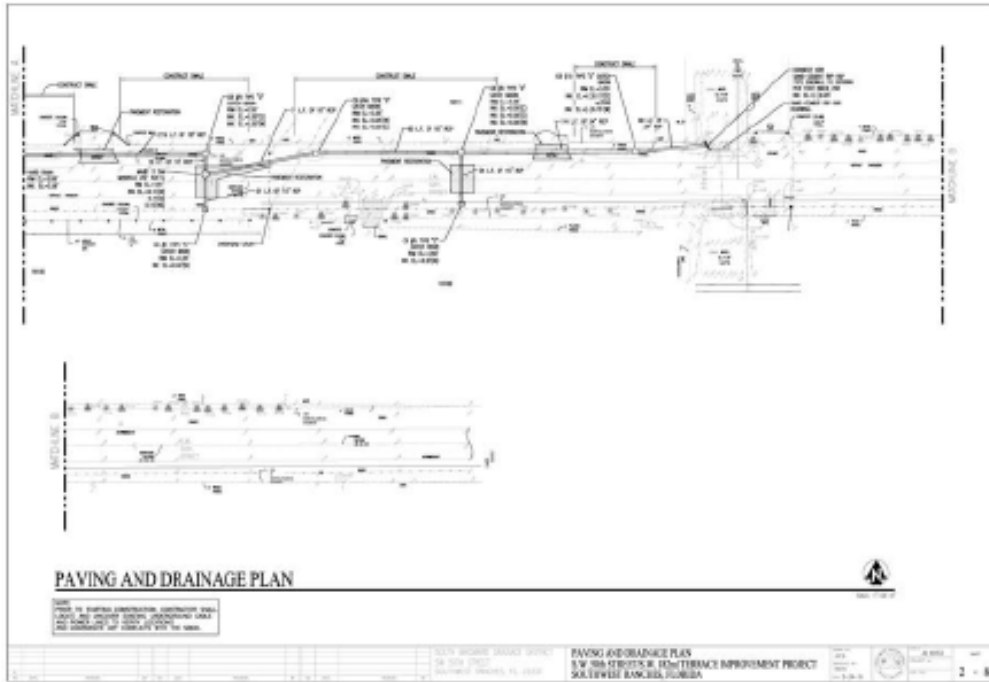
APPENDIX Z

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

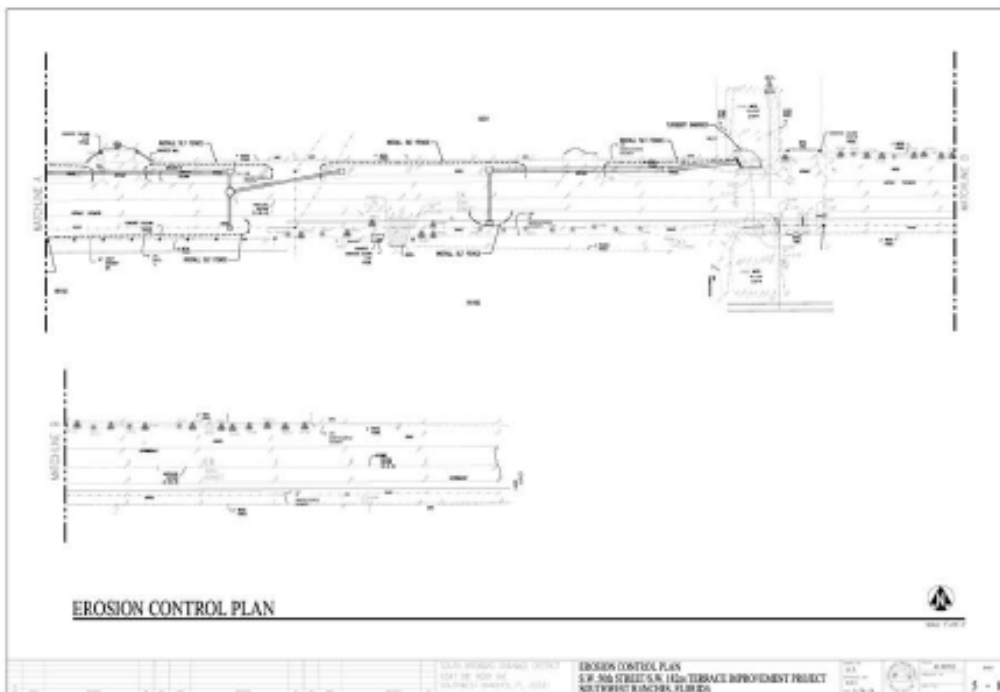
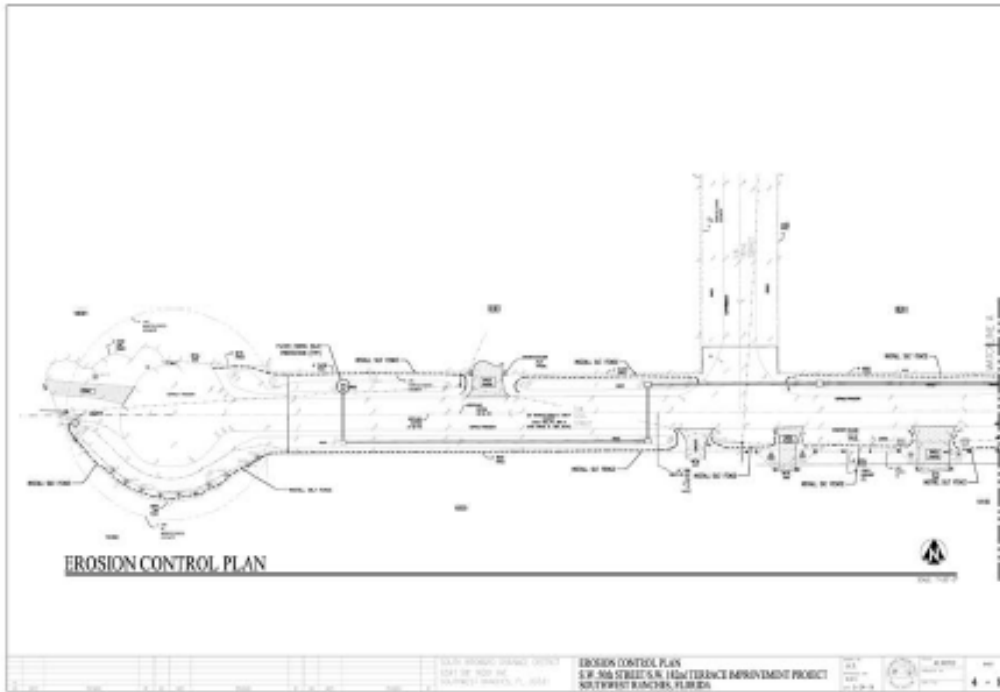
(<https://www.e-verify.gov/employers>)

Include the page with the EIN number & Company Name and page with USCIS verified.

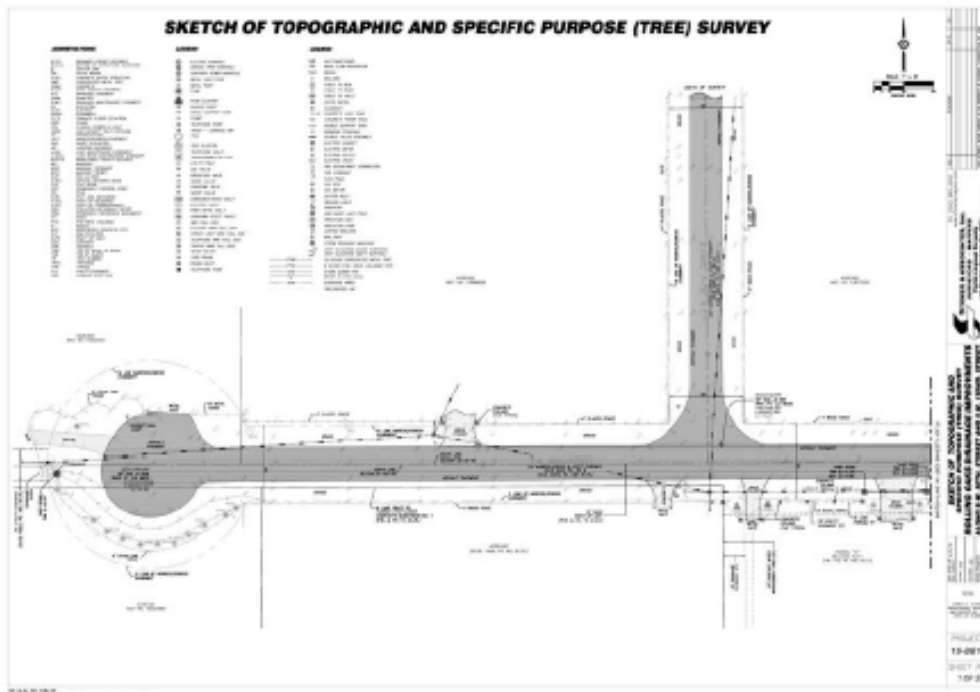
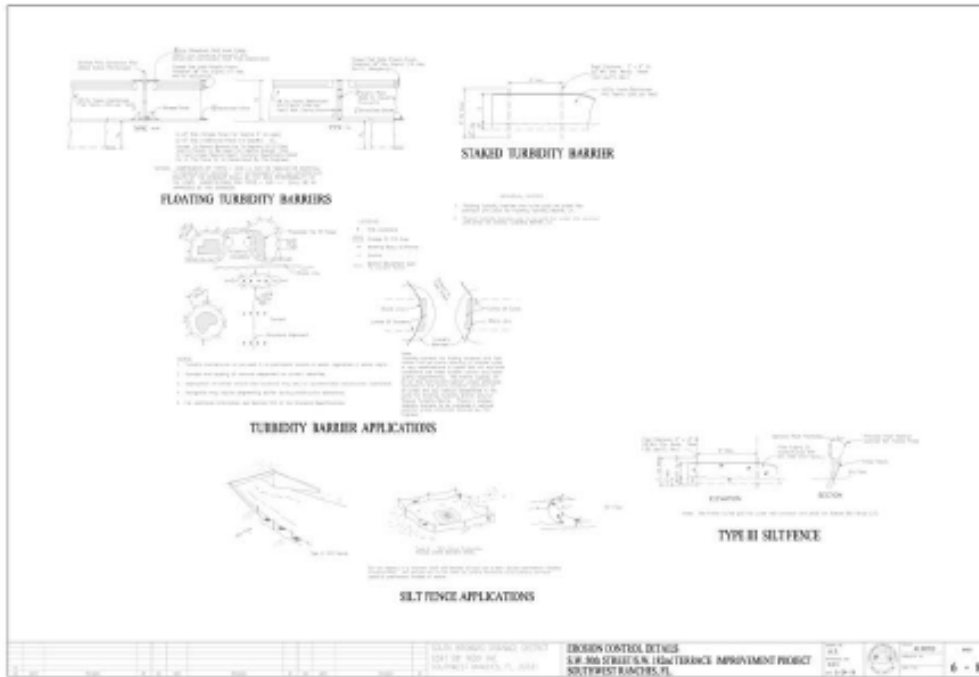
TOWN OF SOUTHWEST RANCHES, FLORIDA
 DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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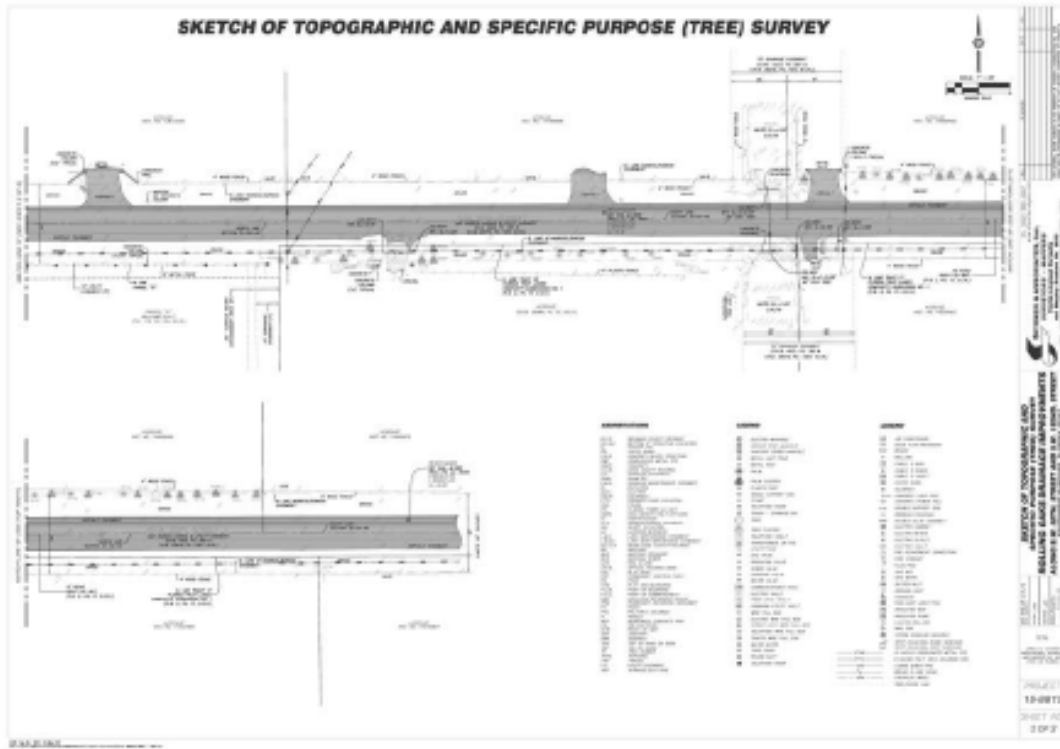
TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007



TOWN OF SOUTHWEST RANCHES, FLORIDA
 DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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EXHIBIT B – MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.

- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

EXHIBIT A – MUNICIPAL 170 AGREEMENT
CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND
FOR
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

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DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND _____ FOR
 DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

Project Title:	
Location:	
IFB Number:	
Contract Number:	
Project Number:	

SUMMARY OF TERMS AND CONDITIONS

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

Contract Administrator:	
Contract Administrator Address:	

Consultant:	
Consultant Address:	

Article	Description	Unit
3.2	Substantial Completion	____ Days from the Project Initiation Date in NTP
3.2	Final Completion	____ Days from Substantial Completion
3.3	[If applicable] Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$_____ per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$_____ per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$_____ per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section _____]	Interim Milestone #1 \$_____ per day
		Interim Milestone #2 \$_____ per day
		Interim Milestone #3 \$_____ per day
8.4		For Town:

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

Article	Description	Unit
	The Parties designate the following as the respective places for giving of notice:	<div style="background-color: #cccccc; height: 15px; margin-bottom: 5px;"></div> For Contractor: <div style="background-color: #cccccc; height: 15px; margin-top: 5px;"></div>
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$ _____ per day
54 (General Conditions)	<input type="checkbox"/> Broward County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded _____%

CONTRACT

This is a construction contract ("Contract") by and between the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), and [REDACTED] (collectively referred to as the "Parties"), for the goods and services set forth herein.

RECITALS

A. [Insert recitals if applicable]

B. [Insert recitals if applicable]

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

ARTICLE 1 DEFINITIONS

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

- 1.1. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.2. **Board** means the Town Commission of the Town of Southwest Ranches, Florida, its successors and assigns.
- 1.3. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.4. **Consultant** means the architect or engineer who has contracted with Town or who is an employee of Town, and provides professional services for this Project.
- 1.5. **Contract Administrator** means the Director of Public Works, or such other person designated by the Director of Public Works in writing.
- 1.6. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, and any additional documents the submission of which is required by this Project.

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

- 1.7. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.8. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.
- 1.9. **Contractor** means the person, firm, or corporation with whom Town has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 1.10. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.
- 1.11. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.12. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.13. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.
- 1.14. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.15. **Plans or Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.
- 1.16. **Project** means the construction project described in the Contract Documents, including the Work described therein.
- 1.17. **Project Initiation Date** means the date upon which the Contract Time commences.
- 1.18. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

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

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

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

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

ARTICLE 2 SCOPE OF WORK

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

ARTICLE 3 CONTRACT TIME

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

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for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within sixty (60) days from the Project Initiation Date specified in the Notice to Proceed, and Final Completion within thirty (30) days from the date of Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of [REDACTED] Dollars (\$ [REDACTED]) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

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

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

ARTICLE 4 CONTRACT SUM

4.1. This is a Unit Price Contract:*

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

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

4.2. This is a Lump Sum Contract:*

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

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

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

ARTICLE 5 PROGRESS PAYMENTS

5.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of

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claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

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

Rod Ley, Public Works Director/Town Engineer

13400 Griffin Rd, Southwest Ranches, FL 33330

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

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

[DELETE NEXT PARAGRAPH IF NOT APPLICABLE]

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

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

5.3.1 Defective work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

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

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

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

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

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Town shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work

fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

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

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

7.8. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to Town, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

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

ARTICLE 8 MISCELLANEOUS

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

[USE IF APPLICABLE]

Notwithstanding the forgoing, to the extent the Contract Documents include Florida Department of Transportation (“FDOT”) provisions, the following priority of provisions shall apply in the event of a conflict:

- First Priority: Approved Change Orders, Addendums, or Amendments
- Second Priority: Technical Specifications
- Third Priority: Supplemental Conditions or Special Terms
- Fourth Priority: General Terms and Conditions
- Fifth Priority: Contract
- Sixth Priority: Solicitation documents
- Seventh Priority: Contractor’s response to solicitation documents

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

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

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

For Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
E-mail: ABerns@SouthwestRanches.org

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

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For Contractor:

[Insert address]

E-mail:

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

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

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

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

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

CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.

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

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

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

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

8.13. Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to the Contract as a whole and not to any particular

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sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

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

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

TOWN

ATTEST:

TOWN CLERK

By: _____
TOWN MAYOR

Print Name

_____ day of _____, 20____

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

Town Attorney

CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND _____ FOR
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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[If incorporated sign below.]

Contractor

ATTEST:

Secretary

(Print/Type Name)

(Corporate Seal)

(Name of Corporation)

By: _____
President/Vice President

(Print/Type Name)

____ day of _____, 20 ____.

[If not incorporated sign below.]

Contractor

WITNESSES:

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

(Business Name)

By: _____
(Signature)

(Print/Type Name and Title)

____ day of _____, 20 ____.

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CONTRACT SUPPLEMENT

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

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

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

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

ARTICLE 2 INTENTION OF TOWN

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

ARTICLE 3 PRELIMINARY MATTERS

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

3.1.1. A progress schedule in the indicated form:

Bar Chart

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- Modified Critical Path Method (“CPM”)
- CPM
- Computerized CPM

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

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

3.1.2. A preliminary schedule of Shop Drawing submissions; and

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

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

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

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant’s acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by Town or Consultant of the means or methods of construction

or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or Town responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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

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

ARTICLE 5 QUALIFICATION OF SURETY

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

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

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set

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forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide Town with evidence satisfactory to Town that such excess risk has been protected in an acceptable manner.

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

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

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

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

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

ARTICLE 6 INDEMNIFICATION

Contractor shall indemnify and hold harmless Town and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due Contractor under this Contract may be retained by Town until all of Town's claims for indemnification

pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town. These indemnifications shall survive the term of this Contract.

ARTICLE 7 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.10. Contractor shall ensure that “Town of Southwest Ranches, Florida, 13400 Griffin Rd, Florida 33330,” “Broward County,” and Consultant are listed as additional insureds on all policies required under this article. Town shall be listed as Certificate Holder.

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

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

ARTICLE 8 LABOR AND MATERIALS

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

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

ARTICLE 9 ROYALTIES AND PATENTS

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

ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

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

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

ARTICLE 12 RESOLUTION OF DISPUTES

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

12.2. In the event the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13 INSPECTION OF WORK

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

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

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

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

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

ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

14.1. Town's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

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

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

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

14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15 TOWN'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

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

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

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

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

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

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

15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by Town upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes

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effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for Town's right to terminate this Agreement for convenience in the form of Town's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may also be terminated by the Town Commission:

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

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

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

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

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

15.6.6. If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor of placed on a "discriminatory vendor list" pursuant to Section

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287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16 SUSPENSION OF WORK

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

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

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

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

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

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

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

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

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

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

17.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to Town of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of the audit conducted by Town, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by Contractor to Town or Broward County (as applicable), along with any required

adjustments for the overpricing or overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the audit findings to Contractor.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 19 EXPLOSIVES

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

ARTICLE 20 DIFFERING SITE CONDITIONS

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

ARTICLE 21 PLANS AND WORKING DRAWINGS

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

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

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

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

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

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

ARTICLE 24 WARRANTY

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

ARTICLE 25 SUPPLEMENTARY DRAWINGS

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

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

ARTICLE 26 DEFECTIVE WORK

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

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

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

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

ARTICLE 27 TAXES

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

ARTICLE 28 SUBCONTRACTS

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

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

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

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

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

ARTICLE 29 SEPARATE CONTRACTS

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

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

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

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

ARTICLE 30 USE OF COMPLETED PORTIONS

30.1. Town has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall

not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by Town.

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

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

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

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

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

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

ARTICLE 31 LANDS OF WORK

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

31.2. Contractor shall obtain, at Contractor's own expense and without liability to Town, any additional rights to land and access thereto that may be required for temporary construction

facilities, temporary easements, or for storage of materials. Contractor shall furnish to Town copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

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

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

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

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

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

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

ARTICLE 34 VALUE ENGINEERING

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

ARTICLE 35 PAYMENT BY TOWN FOR TESTS

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

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT

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

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

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

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

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

ARTICLE 38 CHANGE ORDERS

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

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

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

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

ARTICLE 39 VALUE OF CHANGE ORDER WORK

39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

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

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

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

39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 39.3.

39.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Town.

39.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by Town with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Town will not be responsible for the cost

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of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3 Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by Town, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Town who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5 Supplemental costs including the following:

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

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

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

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

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

39.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

39.3.2 Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

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39.3.3 Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4 Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5 Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.

39.3.6 Other overhead or general expense costs of any kind.

39.4 Contractor's fee for overhead and profit shall be determined as follows:

39.4.1 A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;

39.4.2 A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1 For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).

39.4.2.2 For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5 The amount of credit to Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6 Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

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

39.8.2 Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

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

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

40.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41 NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Contractor shall not be entitled

to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town or its Consultant.

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

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

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

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$200.00 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

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

ARTICLE 43 SUBSTANTIAL COMPLETION

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

ARTICLE 44 NO INTEREST

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

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

ARTICLE 45 SHOP DRAWINGS

45.1 Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

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

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

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

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

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

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

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

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

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

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or "as-built" drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

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

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

ARTICLE 47 SAFETY AND PROTECTION

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

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

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

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

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

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

ARTICLE 48 FINAL BILL OF MATERIALS

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

ARTICLE 49 PROJECT SIGN

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

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

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

ARTICLE 51 HURRICANE PRECAUTIONS

51.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to Town, shall take all precautions necessary

to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether Town or Consultant has given notice of same.

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

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

ARTICLE 52 REMOVAL OF EQUIPMENT

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

ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

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

ARTICLE 54 EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

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

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

54.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit ___ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ___ percent (0%) of total Services under this Contract (the "Commitment").

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

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

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

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

54.6 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Town arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in

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Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Town liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Town, such liquidated damages amount shall be either credited against any amounts due from Town, or must be paid to Town within thirty (30) days after written demand. These liquidated damages shall be Town's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Town, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

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

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

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

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

ARTICLE 55 PUBLIC RECORDS

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

55.1.1 Keep and maintain public records required by Town to perform the services under this Contract;

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

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

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

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

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

Any material submitted to Town that Contactor contends constitutes or contains trade secrets or contends is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event a third party submits a request to Town for records designated by Contactor as Trade Secret Materials, Town shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing

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by Contactor. Contactor shall indemnify and defend Town and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

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SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL WAGE REQUIREMENTS

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

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

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

2. Federal Grant Projects:

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

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

FORM 1: PERFORMANCE BOND

Project Name: DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
Project Number: IFB 21-007

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

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

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

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

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

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 2: PAYMENT BOND

Project Name: DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
Project Number: IFB 21-007

KNOW ALL BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND is that if Contractor:

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

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

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

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

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

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

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

[] day of [], 20[]

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

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

TO: TOWN OF SOUTHWEST RANCHES
RE: BID NUMBER: IFB 21-007

BIDDER: _____
Name: _____
Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:
Name: _____
Address: _____

Phone: _____

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

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

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

AFFIDAVIT

STATE OF [])
) SS.
COUNTY OF [])

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

WITNESS my hand and official seal, this [] day of [], 20[].

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

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

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:

Town of Southwest Ranches, Florida
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Date of Issue _____

Issuing Bank's No. _____

Applicant: _____

Amount: _____
(in United States Funds)

Expiry: _____
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____ (Bank, Issuer Name)

at _____ (Branch Address) by order of and for the account of

_____ (Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of \$ _____

available by your drafts at sight, accompanied by: A signed statement from the Town

Administrator of the Town of _____, Florida, or the Town Administrator's authorized

representative that the drawing is due to default in performance of certain obligations on the

part of _____ (Contractor, Applicant, Customer) agreed upon by and between the Town of _____ and

_____ (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. _____

for _____ (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated

not later than _____ (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No.

_____ (number), _____ of

_____ (Bank _____ name) dated _____."

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

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

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

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

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

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

Authorized Signature

FORM 7: FINAL (CBE/SBE) UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

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

SUBCONTRACTING INFORMATION

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

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

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

Signature:	Title:	Date:
-------------------	---------------	--------------

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

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

FORM 8A: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____
 Contract No. _____
 Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5 of the Broward County Code of Ordinances and the applicable conditions of the Contract.

Dated _____, 20____

 Contractor
 By _____
 (Signature)
 By _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

 (Signature of person taking acknowledgment)

 (Name of officer taking acknowledgment)

 (Title or rank)

 (Serial number, if any)

My commission expires:

FORM 9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____
 Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20____

Contractor

By _____

(Signature)

By _____

(Name and Title)

STATE OF _____)

) SS.

COUNTY OF _____)

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

NOTARY PUBLIC:

(Signature)

(Print Name)

SEAL

My commission expires: _____

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

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

Contractor By _____ Date _____

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

TOWN OF SOUTHWEST RANCHES:

By Town Administrator Date _____

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

FORM 12: FORM OF FINAL RECEIPT

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

FINAL RECEIPT FOR CONTRACT NO. _____

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

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

Contractor hereby indemnifies and releases the Town of Southwest Ranches from all liens and claims whatsoever arising out of the Contract and Project.

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

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

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20____

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

Witness signature

Print/Type Name

Witness signature

Print/Type Name

Business Name

By: _____
Authorized Signor

Print/Type Name and Title

____ day of _____, 20____

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

To: _____, Contractor

From: Broward County Purchasing Division

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

Re: _____
 (Project Title, Contract Number)

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

Contractor certifies the following:

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

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

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

Notary Public:

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

State of _____ at Large

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

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

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to the Town of Southwest Ranches IFB/Bid No. 21-007, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with the Town of Southwest Ranches.

Name of CBE/SBE Firm: _____

Address of CBE/SBE Firm: _____

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

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

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

(Date)

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

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

Notary's Signature _____

Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

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

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

(Date)

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

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

Notary's Signature: _____

Notary Seal: _____

EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

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

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

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

[Continued on next page]

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the contract, the vendor, owners, or principals will immediately notify the Town in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

 (Authorized Signature)

 (Print Name and Title)

 (Name of Firm)

STATE OF _____)
) SS.
 COUNTY OF _____)

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

NOTARY PUBLIC:

 (Signature)

 (Print Name)

SEAL

My commission expires: _____

STATEMENT OF CBE/SBE ASSURANCE

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

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

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

Authorized Agent of Contractor

Printed Name & Title

Telephone Number/Fax Number

Date: _____